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LONDON, FEBRUARY 11, 1911.

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Current Topics.

Increase in the Amount of Damages Awarded by
Juries.

SEVERAL MEMBERS of the bar have recently called attention
to the progressive increase in the amount of damages awarded
by juries in the King's Bench Division. This has been particu-
larly observed in actions of libel; and the proprietor of one of
the Society papers, who has been the defendant in numerous
actions since the foundation of the paper in 1877, has stated
that the amount of damages recently awarded against him in
a case which was in no way remarkable was wholly without
precedent in the history of the paper. Some explanation of this
fact may be found in the decline in the value of money. There
has been, as is well known, a large increase in the amount of
penalties awarded by the different criminal courts, including the
courts of summary jurisdiction, and those who are familiar
with the reports of the early part of the last century must have
noticed that damages were generally assessed on what would
now be considered as the county court scale. Whether any
check may ultimately be given to the present ratio of increase it
is not easy to predict.

Mr. Justice Grantham's Apologia.

WE REGRET very much in the public interest that Mr. Justice
GRANTHAM has thought it necessary to undertake the defence
of his judicial conduct before a grand jury at Liverpool. It is
one of the unwritten conventions which regulate the public life
of England that no responsible person in the political world ever
stoops to attack a judge during his tenure of the bench. There
exists what the Romans called a *Privilegium Honestatis*—
an immunity from ordinary attack based on the possession
of a status to which special dignity attaches for reasons
which deeply affect the good of the State. But this privi-
lege carries with it an obligation as well—the obligation
of refraining from provoking attack. A judge ought not to
descend into the common arena of life and take part in its too
often undignified combats; he should abstain from giving
unnecessary offence to a world which concedes to the bench a
special sanctity; and if attacked he should endure the attack in
silence and leave to the chivalry of others the duty of protecting
his honour. We fear that Mr. Justice GRANTHAM—especially in
his remarks affecting the licensed victuallers on the one hand and
the trade unionists on the other hand—has sometimes said
indiscreet things which have provoked, although they cannot

justify, retaliation. While we fully recognize the personal integrity, geniality, and courtesy of the learned judge, and have never doubted for a single moment that his one desire is to administer from the bench impartial justice without fear and without favour, we think that his high spirits and exuberant humour have sometimes led him astray. In his recent speech at Liverpool he has successfully replied to certain charges made against him in the House of Commons four years ago, of which charges the House by its action acquitted him at the time; but unfortunately the style and contents of his speech are open to criticism. If the learned judge felt it necessary to defend himself, we think, at all events, that he should have abstained from naming and attacking individuals—especially when, like the late Premier and the late Sir JOHN LAWSON WALTON, those individuals are no longer alive. CARLYLE said long ago that speech is silvery but silence is golden. While we understand the natural irritation of Mr. Justice GRANTHAM under the attacks made upon him, we nevertheless consider that his self-control should have been equal to the task of preserving a dignified reserve.

Tenants for Life and Damages for Non-Repair by Lessees.

AN ATTEMPT was made in *Re Lacon's Settlement* (ante, p. 236) to establish the right of a tenant for life to receive for his own benefit damages recovered for breach of a covenant to repair contained in a lease granted under the statutory powers. The tenant for life by whom the lease was granted died in 1899, and was succeeded by another tenant for life whose estate was without impeachment of waste. Apparently where the lease is granted by a legal tenant for life under a power contained in the settlement, he is entitled to retain damages for breach of a covenant to repair as a profit incident to his legal estate. The tenant for life with a power of leasing has been treated as not being in a fiduciary position in regard to the exercise of the power, and a lease to a trustee for himself has been upheld: *Farwell on Powers* (2nd ed.), 564. But with a tenant for life who is granting a lease under his statutory powers the case is different. Under section 53 of the Settled Land Act, 1882, he is in relation to the exercise of the statutory powers, to be deemed to be in the position of a trustee for all parties entitled under the settlement, and it seems to follow that he is placed in a fiduciary position as regards all the incidents of leases granted under the statutory powers, so as to be liable to account for all benefits which are not properly in the nature of income. The distinction between the position of the tenant for life according as he grants a lease under a power in the settlement attached to his legal estate, or under the statutory power, was taken in *Re Rhodes* (1909, 1 Ch. 810), where it was held that, while in the former case he could retain for his own benefit money paid as consideration for accepting a surrender of a lease, yet he could not do so in the latter case, but that the money must be paid by instalments to the persons entitled to the income for the time being. In that case the money was in the nature of income, though of income to be distributed over a series of years; in the case of damages for breach of covenant to repair the money is strictly in the nature of capital, and SWINFEN EADY, J., held, accordingly, that it could not be paid to the tenant for life for his own benefit, but must be paid to the trustees of the settlement.

Cost of Inquiries as to a Share.

IT IS the general rule in the administration of estates that the costs of ascertaining the persons to whom any particular legacy or share of the estate belong are to be paid out of the general estate and not out of the particular legacy or share: *Re Gibbon's Will* (36 Ch. D. 486). But in general this is unfair to the persons who are entitled to the general estate, and an attempt was made to place the matter on a sounder basis by rule 14 B of R. S. C., order 65, which was introduced in 1893. The rule provides that "the costs of inquiries to ascertain the persons entitled to any legacy, money, or share, or otherwise incurred in relation thereto, shall be paid out of such money, legacy, or share, unless the judge shall otherwise direct." But hitherto this salutary

rule has been largely nullified by the effect given to a direction for payment of testamentary expenses out of residue. The cost of ascertaining the persons entitled to legacies are testamentary expenses, and where the will contains, as it usually does, this direction, it has been made a ground for excluding the rule; that is, the judges have in such cases given the contrary direction which prevents the application of the rule: *Re Baumgarten* (82 L. T. 711), *Re Groom* (1897, 2 Ch. 407), *Re Vincent* (1909, 1 Ch. 810). It is interesting to note that a stand against this policy has been made by NEVILLE, J., in *Re Whitaker* (1911, 1 Ch. 214). There, under the will of a testatrix who died many years ago, the residue of her estate was to be divided into three funds, and in the events that happened the second fund was to be further divided into two moieties, one of which was to be held upon the trusts of the first fund and the other upon the trusts of the third fund. The first and third funds had been divided, and when the second fund came to be divided inquiries were necessary to ascertain the persons then entitled under the trusts of the first and third funds. The inquiries as to the trusts of the first fund required the tracing of the families of eleven children who had taken life interests, and were long and costly; the third fund had vested in a single person and caused no difficulty. The question arose whether the costs of all the inquiries were to come out of the entirety of the second fund, or whether each moiety was to bear the costs of the inquiries relating to it. NEVILLE, J., held that the latter was the correct view. Each moiety was a "share" within the meaning of the rule, and there was no ground for giving a direction which would exclude the rule. "The words of the rule," he said, "are general, and I do not think that the judge was intended to 'direct otherwise' merely because the costs of the inquiries are costs of general administration." Possibly the decision will check the tendency to nullify the rule by giving a contrary direction on merely technical grounds.

Letting Value Injured by a Public Nuisance.

IN THE case of *Campbell v. Paddington Borough Council* (Times, February 3rd) the Divisional Court had before them a novel point in the law of nuisance. The tenant of a house had arranged to let the first floor for £40 for the purpose of viewing the late King's funeral. Soon after this contract had been entered into the Paddington Borough Council erected a grand stand in the street in order that the councillors might have from it a view of the spectacle. The effect of this erection was to block the view in front of the plaintiff's windows so that she could not let her ground floor and had to return the £40 paid for her first floor. She sued in the Marylebone County Court for damages. Judge SELFE held that the grand stand was an obstruction to the highway and, therefore, a public nuisance; that it had diminished the letting value of the plaintiff's house, and that, therefore, as a person who had suffered special damage from a public nuisance, she was entitled to recover damages: *Year Book 27 Henry VIII.*, 27, plea 10, and *Beckett v. Midland Railway Co.* (L. R. 3 C. P., at p. 99). He accordingly awarded the plaintiff £90 damages—namely, £40 for the loss of the contract, and £50 for the reduced letting value of the rest of the house. This decision was upheld in the Divisional Court by AVORY and LUSH, JJ., the former of whom, indeed, went farther than Judge SELFE, and held that, apart from the proof of special damage or of a public nuisance, an action would have lain. He distinguished such a case as the present from the analogous case of an alleged easement to a prospect—admittedly no such easement is known to the law, and therefore cannot be acquired against a neighbour by any length of prescription (*Aldred's case*, 1611, 9 Rep. 58 b) but, in the opinion of the learned judge, the principle of that rule only applies in favour of a landowner lawfully building on his own land so as to obstruct his neighbour's prospect, and does not apply to the case of a person unlawfully erecting a building which so interferes; the latter is liable in tort for unlawful interference with another in the enjoyment of his rights: *Quinn v. Leatham* (1901, A. C. 493). This reason given by Mr. Justice AVORY for the view he took seems to us somewhat difficult to follow, and opens up a great field of speculative reasoning as to

the exact nature of such incidents to property as light, air, and the advantage of a free view. On the whole, we prefer the simple ground of public nuisance as the basis on which to found the plaintiff's right to sue.

Jurisdiction to Commit a Debtor of Unsound Mind.

MR. JUSTICE PHILLIMORE found himself last Saturday in a position of extreme difficulty and delicacy. In a case reported in the *Times* of the 6th inst. the applicant asked for a committal order against a Russian lady on the ground that she had disobeyed an order of the court made last October. The lady had been residing in England; in May of last year the applicant obtained judgment against her for £12,000, which sum he apparently had lent her to assist her to settle her affairs in Russia, where it was alleged that she possessed large estates; and in October, upon proof that she was possessed of sufficient means, he obtained an order against her under the Debtors Act, 1869, for payment of the debt by monthly instalments of £750. It was stated that no sum was paid under this order, and that soon afterwards the applicant found that the debtor had been admitted into a private asylum upon a joint certificate of three medical men that her state of mind unfitted her to manage her affairs. Being apprehensive that the debtor might be discharged from the private asylum at any moment under section 72 of the Lunacy Act, 1890, and might go out of the jurisdiction, the creditor applied for a committal order. In the meantime the friends of the lady made an application under the Lunacy Act, 1890, for the appointment of a receiver of her property; and the hearing before the Master in Lunacy was fixed for an early date. Mr. Justice PHILLIMORE, therefore, had to consider whether or not he possessed any jurisdiction to commit a debtor detained in a private asylum under section 116 of the Lunacy Act, 1890, and summoned before the Master in Lunacy for an inquiry into her state of mind. There is nothing in the Lunacy Act which stays either civil or criminal proceedings against a lunatic not so found by inquisition or by an order of the Master in Lunacy, but after either of those events a committee, or quasi-committee, or receiver in respect of the insane person is appointed, against whom all proceedings in respect of the lunatic's property and contracts would then have to be taken. Again, there is no indication in the Lunacy Act as to the status of the alleged lunatic while his or her case is *sub judice* in the court of the Master. Mr. Justice PHILLIMORE considered that he had jurisdiction to make the commitment order prayed for, but directed that it should not be drawn up or issued until after the hearing before the Master in Lunacy. If the latter appointed a receiver, the order was to be automatically rescinded. If he did not appoint a receiver, the order was to be drawn up, but was not to issue so long as the debtor remained in a private asylum. If she at any time thereafter obtained her discharge from the asylum, it was to issue at once. In the absence of authority upon the point, the decision of the learned judge appears to be a very judicious one, and in all probability it will become a precedent which will be followed in similar cases.

Enforcing the Judgment of a French Court.

JUDGMENTS of foreign courts of judicature may be enforced in England under the machinery provided by Order XIV. of the Rules of the Supreme Court, and if the plaintiff bases his claim on a foreign judgment, the burden is thrown on the defendant of shewing, either that he has a defence on the merits, or that the foreign judgment is not one which the court will recognize as constituting a good cause of action. One rule with respect to foreign judgments and their enforcement in this country is that a judgment obtained in proceedings for enforcing the penal laws of the foreign country will not be recognized here. It has often proved difficult to define proceedings for enforcing penal laws with sufficient accuracy. "Penal action" is ambiguous. In *Huntington v. Attrill* (1893, A. C., at p. 157) the Judicial Committee adopted the American definition laid down by MARSHALL, C.J., in these words: "The rule that the courts of no country execute the law of another applies not only to prosecutions and sentences for crimes and misdemeanours,

but to all suits in favour of the State for the recovery of pecuniary penalties for any violation of statutes for the protection of its revenue or other municipal laws, and to all judgments for such penalties." But how if, in the same proceedings, the State recovers a penalty or the right to inflict punishment for an offence, and an individual also recovers damages for the infraction of his civil rights? Will the English courts recognize such a judgment by severing the civil from the criminal element? Such a case was anticipated by Sir FRANCIS PIGGOTT at p. 90 of his "Foreign Judgments" (Part I., 3rd ed.), and his solution has quite recently been accepted as satisfactory. The passage at p. 90 runs: "By French law civil proceedings for the tort are allowed to be tacked on to criminal proceedings for the offence, the person injured being termed the *tiers parti*, and damages may be awarded. This would seem to be a civil judgment, recognizable in England in the usual way." In *Raulin v. Fischer* (*Times*, February 3rd) the plaintiff had been awarded damages against the defendant in consequence of a street accident in Paris. The defendant and the plaintiff were riding, and an accident was caused through the defendant being unable to control her horse. The defendant was prosecuted by the public authorities and fined for negligence, the plaintiff being allowed to intervene as described in the quotation, with the result that damages were awarded him. The plaintiff now sued on the French judgment and took out a summons under Order XIV. The defence was that the judgment had been recovered in a penal action and was, therefore, not enforceable here. HAMILTON, J., after hearing the evidence of French lawyers, and there being no authorities on the point, held (following the passage above quoted in Piggott's "Foreign Judgments") that the civil and criminal elements in the judgment were separable, and that its enforcement, as asked by the plaintiff, would not be "an execution of the penal law of a foreign State." Judgment was, therefore, given for the plaintiff.

A Problem in the Law of Damages.

A CURIOUS problem in the law of damages is suggested by a case of neurasthenia briefly reported in the *Times* of the 3rd inst., under the heading of "A Western Circuit Case." The plaintiff, driving his van along a country road, which was being repaired, had fallen against the cover of a manhole, which was displaced in position by the way in which the repairs were being carried out. He was cut and bruised, and suffered a serious nervous shock, although there appeared to be no organic injury, and continued after the accident in a state of neurasthenia. This shewed itself in two forms, if the *Times* summary of the evidence given for the plaintiff is correct; the plaintiff's business aptitude had undergone grave deterioration, and he was alleged to have changed from being "an affectionate husband and father" to being "quite the reverse." He obtained from the jury a verdict for £421 damages. There is no doubt that the plaintiff had met with a serious accident and had suffered grave physical and nervous injuries; but we doubt how far the jury were entitled to take into consideration the alleged deterioration in the plaintiff's attitude "as a husband and father" in assessing the damage he had suffered. The rule as to recoverable damages in actions for tort has been much extended in recent years. Formerly the tendency of our courts was to limit damages in such cases to the actual pecuniary loss incurred by the plaintiff (e.g., expenses of medical attendance, &c.), the value of any limb he had lost, and the pain or suffering which the physical injury caused him; damage from nervous shock was held to be too remote to be recovered: *Victorian Railway Commissioners v. Coullas* (1888, 13 App. Cas. 322). But the leading case which we have just cited has been questioned in recent years, notably in *Pugh v. London, Brighton, and South Coast Railway Co.* (1896, 2 Q. B. 248). There are two well-known cases in which the courts have admitted proof of what at first sight seems very remote damage resulting from nervous shock. In the first of these cases the negligent driving of a van caused the horses to dash into a public-house, where their sudden appearance in so unexpected a place inflicted upon a woman behind the bar so serious a nervous shock that she gave premature birth to a child; there was no actual physical

contact between the van and the woman, merely the infliction upon her of sudden mental alarm; the court held that she could recover damages for the injury suffered: *Dulieu v. White* (1901, 2 K. B. 669). In the second case the defendant maliciously, by way of a practical joke, told a married woman that her husband had met with a serious injury; the shock caused by the statement brought on a dangerous illness; it was held that damages over and above the medical expenses could be recovered by the plaintiffs: *Wilkinson and Wife v. Downton* (1897, 2 Q. B. 57). It would naturally follow from these cases that a nervous injury which diminished the plaintiff's business capacity should be assessable in damages; but it seems somewhat far-fetched to admit evidence of a mere alteration in his domestic affections, which can scarcely affect his earning capacity.

The Inns of Court and Legal Education

IN AN article headed "A New Departure in Legal Education," the *Times*, after stating that among students for the bar the practice of attending the chambers of a busy junior has fallen somewhat into decay, informs us that the benchers of Gray's Inn propose to make grants for the purpose of encouraging among members of the society the practice of reading in a barrister's chambers. While cordially agreeing with the writer of the article as to the benefit which is often derived from attendance in chambers, we think that one serious defect in the present system is that the student has often no means of information as to the capacity for teaching of any junior in good practice; as to the number of pupils whom he admits to his chambers, and as to the class of business in which he is engaged. We are ready to believe with the writer of the article that some counsel have taken an almost paternal interest in the work of their pupils, but we have heard, unhappily, of others who persistently refuse to discuss questions of law with those whom they were supposed to instruct, and who in fact did everything to show that they regarded the pupilage as a fiction. At a time when specialism is increasing at the bar, the risks of attending a specialist should be fully appreciated, for the attention of the student may be concentrated on business for which he has no particular aptitude. We may add that many persons are of opinion that much time is lost by the pupil who begins the study of papers without any previous acquaintance with the law. While we are glad that any one of the Inns of Court should assist its members in making acquaintance with the work in a barrister's chambers, we should be better pleased if it could assist them in any of the difficulties to which we have referred.

"The Greater the Truth the Greater the Libel."

WE HAD occasion last week, in an article on the Royal Libel Case, to refer to the doctrine which was established in 1793 by an opinion of the judges in reply to the House of Lords, that by the law of England the truth cannot be given in evidence on the trial of an indictment or information for libel. The amendment of this law was the work of Lord CAMPBELL, who, in introducing the Libel Act, 1843, pointed out the inconsistency of refusing a civil action to a person truly charged with a crime and allowing him a criminal prosecution as if he were unjustly accused. One of the earlier cases in which section 6 of the Act—providing that on the trial of any indictment or information for a defamatory libel it is a good defence to prove that the words complained of were true, and that it was for the public benefit that they should be published—was invoked was the case of *Achilli v. Newman*, before Lord CAMPBELL and a special jury in 1852 in the Court of Queen's Bench. The speech of Sir ALEXANDER COCKBURN in opening the case for the defence was one of the most remarkable specimens of forensic oratory in the courts at Westminster during the last century. Sir ALEXANDER, who succeeded Lord CAMPBELL as Chief Justice, was not unwilling to sanction the extraordinary remedy by criminal information, but the court is much stricter now than in former days, considering that the remedy should only be adopted in serious and pressing cases of a public nature. Indictments for libel, even before the Libel Act, 1843, were comparatively rare, and it seems probable that a civil action will gradually supersede all other remedies for defamation.

The Remuneration of Solicitors in Respect of Registered Land.

It has been suggested to us that it would be useful to the profession if we endeavoured to state as clearly as possible the present rules with respect to the remuneration of solicitors in matters which involve dealings with registered land, and we propose to consider also their remuneration in respect of land which at the commencement of a dealing with it is unregistered, but which as the result of the dealing will be placed on the register.

Prima facie all conveyancing matters are subject to the General Order under the Solicitors' Remuneration Act, 1881, so that, as regards sales, purchases, and mortgages, the scale under Schedule I., Part I., applies, and as regards leases, other than mining and building leases, the scale under Part II. All other conveyancing matters, and also the matters just mentioned when the solicitor so elects in writing before undertaking the business, are charged for on the former item system as modified by Schedule II. But clause 1 of the Order provides that Schedule I. shall not apply to transactions respecting real property the title to which has been registered under the Transfer of Land Act, 1862, or the Land Transfer Act, 1875, and the latter Act contains special provisions as to proceedings in the Land Registry. By section 73, all costs, charges, and expenses incurred in any proceedings for registration of land are to be taxed by the taxing-master, and the persons by whom and the proportions in which they are to be borne are in the discretion of the Registrar; but he must exercise this discretion upon the principle that the applicant is *prima facie* liable to pay all costs, charges, and expenses properly incurred. This section applies to proceedings for registration as well as to proceedings in court, and it has, in effect, been extended to all proceedings in the registry by rule 334 of the Land Transfer Rules, 1903; but it affects only the mode of taxation and payment, and does not directly affect the amount of remuneration. This is dealt with by section 111, which empowers the Lord Chancellor, with the advice and assistance of the Registrar, to make general rules in respect, *inter alia*, "of the costs to be charged by solicitors or certificated conveyancers in or incidental to or consequential on the registration of land, or any other matter required to be done for the purpose of carrying this Act into execution." Section 22 (2) of the Land Transfer Act, 1897, associates other persons with the Registrar as an advisory committee for the making of rules.

It will be noticed that Schedule I. of the Remuneration Order is only excluded when the title to land has been registered, and the power to make rules as to solicitors' remuneration only extends to costs of the registration of land and other matters arising under the Land Transfer Acts. Hence when a purchase is made of unregistered land, Schedule I. to the Remuneration Order applies, if otherwise appropriate, notwithstanding that as a final step in the completion of the purchaser's title, the land will have to be placed on the register. Rules made under the Acts can only apply to the costs of and incident to applications for registration, and proceedings relating to the land after it has been registered.

So far there have been three sets of rules dealing with solicitors' remuneration, those of 1898, 1903 and 1908. The rules both of 1898 and 1903 regulated the remuneration of solicitors for the first registration of land, whether with an absolute, qualified, or possessory title. Rule 271 of 1898 introduced an *ad valorem* scale for all cases of first registration with absolute or qualified title, and a smaller *ad valorem* scale for all cases of first registration with possessory title. Rule 336 of 1903 did not alter these scales, but confined them to cases where the registration was independent of any preceding transaction; where, however, title had been deduced or investigated by the solicitor on the occasion of a sale, purchase, or mortgage "inducing registration," the remuneration was to be regulated by the Remuneration Order, excepting Part I. of Schedule I. This was the effect of paragraphs (A) and (B) of rule 336. Then came the rules of 1908 which abrogated paragraphs (A)

and (B) entirely, and though a new paragraph (B) was substituted, this did not deal with first registration, but only with the conversion of possessory or qualified titles into absolute or good leasehold titles. Under rule 336, paragraph (J), however, in all transactions, the remuneration for which is not otherwise provided for, the Remuneration Order, excepting Part I. of Schedule I., is to regulate the remuneration of the solicitor, and this applies, therefore, to applications for first registration with a possessory or absolute or other title. Thus, while under the rules of 1903 the item system as altered by the Remuneration Order applied only where there had been a preceding investigation of title, and the scale applied in other cases, under the rules of 1908 there is no scale at all applicable to first registration, and in all cases the remuneration is on the item system.

It will now be possible to state the appropriate remuneration in matters preceding and following the first registration of land. It will be remembered that freehold land can be registered with an absolute, possessory or qualified title, and leasehold land with an absolute, good leasehold, possessory, or qualified title.

(1) *Business Inducing Registration.*—When the land is not yet registered the Remuneration Order applies, and none the less that registration will be necessary to complete the purchaser's title. The scale fee, if applicable, is fully earned on completion of the conveyance, and the work of procuring registration is additional. Hence in all such cases the solicitor, for whatever party he acts, is entitled to his remuneration under the Remuneration Order, including the scale, without regard to the Land Transfer Acts and the rules thereunder.

(2) *First Registration.*—Under rule 336 (J) the remuneration of the solicitor is regulated by the Remuneration Order, excepting Schedule I., Part I. Apparently neither part of Schedule I. could in any case apply, so that the solicitor is entitled to charge by item for the actual work done under the former system as altered by Schedule II. This will commence with the usual charge of 10s. for attending and taking instructions, and there will be the authorized charges for drawing, &c., all documents required in connection with the application, and for the various attendances at the registry and other incidental work. This mode of remuneration applies whatever is the nature of the title registered; and it applies to the work of registration whether the registration is voluntary or follows on a sale or lease. In the latter case the Remuneration Order pure and simple applies up to and including the completion of the transaction, and the additional work required by registration is paid for by item charges.

(3) *Dealings with Registered Land on the Register.*—The remuneration in this case depends on paragraph (C) of rule 336, which was not altered in 1908. The paragraph relates to completed transfers, charges, exchanges, or partitions, and the mode of remuneration varies according as title outside the register is or is not investigated. When no title outside the register is investigated, the remuneration is according to the *ad valorem* scale in Part II. of the second schedule to the rules—that is 10s. 6d. per £100 for the first £1,000, with special rates for higher values. When title outside the register is investigated, the remuneration for the preparation and investigation of the title, and for completing the transaction on the register, is regulated by the Remuneration Order, excepting Part I. of Schedule I.—that is, the solicitor will charge by items according to the former system as altered by Schedule II. Moreover, in cases where the solicitor would be entitled under the Remuneration Order to the negotiating or conducting scale fee under Part I., Schedule I., he is entitled to charge it in respect of registered land: rule 336 (E).

(4) *Dealings with Registered Land off the Register.*—Rule 336 only applies to transactions in the registry, and Schedule I. of the Remuneration Order does not apply to registered land. Consequently in all dealings with registered land off the register the solicitor's remuneration is according to the item system as altered by Schedule II.; and if, as seems to be the case, rule 336 (C) applies only where there is a transaction in the registry, he cannot charge the negotiating or conducting fee under Part I. of Schedule I. Possibly this is not important, since in almost all cases where the solicitor is entitled to this fee the transaction would in practice be completed by an entry in the register; but

it would be convenient if the case could be provided for. A sale of a reversionary interest under a settlement of registered land, for instance, would apparently lead to no entry on the register.

(5) *Conversion of Possessory or Qualified Title into Absolute or Good Leasehold Title.*—If, upon such a conversion, the solicitor has acted for the applicant on the occasion of a transfer for value or charge, or transfer for value of a charge, he is entitled to the scale fee under Schedule II. to the Rules of 1908, in addition to the remuneration otherwise payable for the transaction: rule 336 (B). This scale is 6s. per £100 up to £1,000, with lower rates for higher values. But paragraph (B) does not apply where an absolute title is registered either in the first instance, or after a specified time or event, under rules 37 or 42, in lieu of the possessory title applied for.

(6) *Transfer of Registered Freehold Land in Consideration of a Rent.*—As above pointed out, the solicitor's remuneration may be according to the scale in the second schedule to the rules, and this depends on the value of the land, which, in general, is fixed by the amount of the consideration. Where, however, in the case of a transfer of registered freehold land, the consideration is wholly or partly the grant of a rent, the rent is to be taken at twenty-five years' purchase, and any money payment or premium is to be reckoned in addition. But, if no title is investigated, the remuneration for registration is not to exceed the charges of the grantee's solicitor under the Remuneration Order for perusal of the draft conveyance and for completion: rule 336 (D).

(7) *Disbursements.*—The remuneration authorized by the Land Transfer Rules does not include matters which are the subject of extra charge under clause 4 of the Remuneration Order. Paragraph (F) of rule 336, which so provides, does not expressly state that such matters are to be charged for in addition to the authorized remuneration, but this is the obvious intention, and accordingly the solicitor can charge for disbursements—such as stamps, counsel's fees, travelling and hotel expenses—for extra work occasioned by change occurring in the course of any business, and for proceedings in court, as specified in the above clause.

(8) *Same Solicitor Acting for Proprietor and Mortgagee.*—When the same solicitor acts for the proprietor of land and for a person taking a charge—i.e., for mortgagor and mortgagee—he is entitled to the charges of the mortgagee's solicitor, and to one-half of those of the mortgagor's solicitor up to £5,000, and on any excess above £5,000 one-fourth: rule 336 (G). This is the same provision as that in the Remuneration Order, Schedule I., Part I., r. 3.

(9) *Solicitor Acting on Behalf of Several Parties.*—In other cases than that of mortgagor and mortgagee, where the solicitor conducting the business acts on behalf of several parties having distinct interests proper to be separately represented, he is entitled to make for each such party, after the first, an additional charge not exceeding £2 2s.: rule 336 (H); see Remuneration Order, Schedule I., Part I., r. 4.

(10) *Election to Exclude Scales.*—In all cases to which the scales fixed by Schedule II. to the Land Transfer Rules apply, the solicitor may, before undertaking the business, by writing under his hand communicated to the client, elect that his remuneration shall be according to the Remuneration Order, excepting Schedule I. to that Order: rule 336 (I); that is, he can elect, as under clause 6 of the Order, to be remunerated according to the former item system as altered by Schedule II.

(11.) *Transactions not Specially Provided for.*—As already stated, there is a general provision that in all transactions the remuneration for which is not provided for, the solicitor's remuneration shall be according to the Remuneration Order, excepting Part I. of Schedule I.: rule 336 (J).

The result is as follows: In transactions prior to registration the Remuneration Order applies, and usually the scale under Schedule I., Part I. is chargeable; the work of first registration is charged for on the item system; subsequent transactions in the registry are charged for according to the scale in Schedule II. to the Land Transfer Rules if no title outside the register is investigated, and according to the item system if outside title is investigated; in matters not specially provided for the item system applies; and in all cases where the scales in the Land Transfer Rules would apply

the solicitor can elect to be remunerated by the item system. In addition, he is entitled, whatever is the method of remuneration, to the scale negotiating fee and to disbursements. But the scale in Part I. of Schedule I. to the Remuneration Order never applies except to transactions prior to registration and to the negotiating fee.

We may add that a convenient edition of the Land Transfer Fee Order, 1908, together with tables of fees and the Land Transfer Rules (Consolidated), is contained in a pamphlet issued by the Land Registry, and obtainable at the small price of sixpence.

Property in the Title of a Book or Newspaper.

It is sometimes said that there can be no copyright in the title of a book or newspaper. This statement, however, is too wide. There appears to be no actual decision to the effect that there can be no copyright in the title of a book, because the question has not arisen for decision. There are *dicta* to the effect that this kind of copyright can, and that it cannot, exist. There is an authoritative decision as to the title of a newspaper, and the Court of Appeal has held that there can be no copyright in such a title. In one case (*Dicks v. Yates*, 18 Ch. D., at p. 90) Sir GEORGE JESSEL said: "There seems to be a certain amount of confusion in the minds of some counsel, and perhaps of some judges, between copyright and trade-mark. The things are totally distinct." So far, in fact, rights of property in the titles both of books and newspapers have been treated as in the nature of trade-mark and not copyright property. Three cases will illustrate this, and at the same time also shew the limits of the proposition that copyright cannot exist in a title.

The first of these cases is *Weldon v. Dicks* (10 Ch. D. 247), decided by MALINS, V.C. The plaintiff and the defendant were rival publishers, and the dispute related to the title of a serial story called "Trial and Triumph." The plaintiff was held entitled to an injunction against the defendant's publication, on the ground that the plaintiff had the copyright and had suffered damage by the defendant's use of the title. MALINS, V.C., expressed a strong opinion to the effect that a man might have copyright in a title: "The title of the book is part of the book . . . and is as much the subject of copyright as the book itself." Reference was made to Thackeray's *Vanity Fair*, and the Vice-Chancellor said: "A person buying the cheap edition would expect to get Thackeray's work, and what a fraud it would be if he had got some spurious thing not worth reading." In *Dicks v. Yates* (18 Ch. D., at p. 91), LUSH, L.J., made some observations on the part of the judgment of MALINS, V.C., bearing out Sir GEORGE JESSEL's general remark already quoted. LUSH, L.J., said: "That was an allegation of a common law fraud, and although the learned Vice-Chancellor did not explicitly put his judgment on that allegation, I cannot help thinking that it influenced his mind from beginning to end, and that he did not distinguish between a violation of a common law right and an infringement of copyright."

The dispute in *Dicks v. Yates* (*supra*), the second of the three cases referred to, related to the right to use as the title of a tale the words "Splendid Misery." Some observations have already been quoted from the judgments delivered in the Court of Appeal. Sir GEORGE JESSEL expressly said: "Now I could not say that there could not be copyright in a title, as, for instance, in a whole page of title or something of that kind requiring invention. However, it is not necessary to decide that." LUSH, L.J., again, said: "Nor is the question before us whether copyright can exist in the title of a work. The sole question before us is whether there can be copyright in the two words which the defendant has taken—namely, the words 'Splendid Misery,' which have been used by the plaintiff as the title of his tale." These words, it was held, were a mere "phrase which had long been in public use," and the plaintiff was held to have no ground for an injunction. The Court of Appeal, it will be noticed, while disapproving of *Weldon v. Dicks* so far as that

case was decided on the ground that copyright may exist in a title, did not in this case decide that such copyright may not exist.

The last of the three cases to be noticed is *Licensed Victuallers' Newspaper Co. v. Bingham* (38 Ch. D. 139). This was the decision of the Court of Appeal as to copyright in the title of a newspaper already referred to. The plaintiffs had published, and registered at Stationers' Hall, the first number of a newspaper entitled *The Licensed Victuallers' Mirror*, and shortly afterwards the defendant published another paper under the same title. It was held that the plaintiffs were not entitled to prevent the publication of the defendant's paper. COTTON, L.J., put the matter thus: "The cases where such injunctions have been granted depend on this—that the plaintiffs have obtained by user such a title to the name that another person can be restrained from using it, because by using it he would be passing off his paper as the paper of the plaintiffs." LINDLEY, L.J., said: "The plaintiffs must make out an exclusive right to the name. How have they acquired it? The Copyright Acts do not help them, for *Weldon v. Dicks* is on this point overruled by *Dicks v. Yates*. They must then fall back on the old principles, and establish their right by a user which has given them a reputation." BOWEN, L.J., also thought there could be no copyright in the title of a newspaper.

In view of pending copyright legislation, some further observations of LINDLEY, L.J., are worth quoting: "It seems to me to be a flaw in the Copyright or Trade-Mark Acts that they do not enable a person to acquire an exclusive right to the name of a newspaper, though commercially it may be of great value."

This question is of some immediate interest in view of a recent decision with respect to the right of the proprietors of the recently issued *Evening Times* to use that title: see *George Outram & Co. v. London Evening Newspaper Co.* (reported elsewhere). The plaintiffs (proprietors of an *Evening Times* published and circulating in Glasgow) claimed an injunction to restrain defendants (proprietors of the new *London Evening Times*) from publishing and selling their paper under its present name. WARRINGTON, J., dismissed the action with costs, and said "that for the plaintiffs to succeed they must shew that the conduct of the defendants was such as to lead to the injury of the plaintiffs." The one paper being a Glasgow, and the other a London, paper, no injury was likely to be done to the plaintiffs.

Reviews.

The Law of Torts.

THE LAW OF TORTS: A TREATISE ON THE ENGLISH LAW OF LIABILITY FOR CIVIL INJURIES. By JOHN W. SALMOND, M.A., LL.B., Solicitor-General of New Zealand. SECOND EDITION. Stevens & Haynes.

The law of torts, though it has its foundations deep in the common law, is in a continual state of development, and it is a suitable subject for restatement. This task Mr. Salmond has undertaken with great skill and accuracy, and in the present edition he has revised his work which was first published in 1907. The first four chapters are devoted to general principles of liability—including negligence and the standard of care—to the parties who may be held liable, and to judicial and extra-judicial remedies. Then the various particular injuries which go to make up the law of torts are discussed in order, commencing with injuries to land. The chapter on dispossession of land emphasizes the doctrine established by *Asher v. Whitlock* (L. R. 1 Q. B. 1), and affirmed by *Perry v. Clissold* (1907, A. C. 73), that priority of possession gives a good title to land, in ejectment as well as in trespass, against a person who cannot shew a better title. But perhaps one of the best examples of the thoroughness of Mr. Salmond's exposition is afforded by the section (pp. 246-250) on the disturbance of the right to support, and in particular as to the incidence of liability when there is resulting damage at successive intervals without any fresh disturbance. In such a case the gist of the action lies in the damage, and not in the original act, which in itself is usually quite lawful; and there is consequently a fresh cause for action at each successive occurrence of damage: *Darley Main Colliery Co. v. Mitchell* (11 A. C. 127); but if the ownership of the land has changed between the original act of disturbance and the resulting damage, it is a question of

difficulty to decide who is liable. Apparently the original owner continues to be liable during his life, but his liability, being in tort, ceases on his death; and the remedy, if it exists at all, must be against the occupier for the time being. *Greenwell v. Low Beechburn Coal Co.* (1897, 2 Q. B. 165) and *Hall v. Duke of Norfolk* (1900, 2 Ch. 493) are against such a liability, and Mr. Salmond quotes a decision of the New Zealand Court of Appeal, *Byrne v. Judd* (37 N. Z. L. R. 1106), to the same effect. The note on the subject at pp. 250-252 is very full and useful, and the work as a whole covers the subject in a complete and practical manner.

The Workmen's Compensation Act, 1906.

THE WORKMEN'S COMPENSATION ACT, 1906. By ALBERT PARSONS, Barrister-at-Law, and RAYMUND ALLEN, M.A. (Camb.), Barrister-at-Law. BEING THE FOURTH EDITION OF PARSONS AND BERTEAM ON THE WORKMEN'S COMPENSATION ACTS. Butterworth & Co.

The considerable number of books which have appeared upon the subject of Workmen's Compensation, and the rapidity with which one edition succeeds another in the case of those which prove successful, shews the plentiful crop of litigation which has arisen out of the new rights which the Legislature by the statutes of 1897 and 1906 has imported as conditions into contracts of employment. A glance at the Law Reports will confirm this view, since no inconsiderable part of every volume of Common Law Reports is now devoted to decisions in which the House of Lords and the Court of Appeal have endeavoured to solve the problems which the wording of the latter statute has set to the jurist. The last edition of the work under review appeared in June, 1907, so that only three years have elapsed before another has become necessary.

An experienced lawyer, accustomed to the points which arise upon the interpretation of Acts of Parliament, might easily have foreseen the difficulties which would crop up—at least, so we venture to think. How they could have been prevented is a much more thorny problem, since most of them are the inevitable results of the attempt to apply the rigidity of legal categories to the elasticity and complexity of human relationships. A logical analysis of the Act shews at once just where questions must arise. First of all, the Act provides for compensation in certain eventualities to be paid by one contracting party to another. But the payment is not to be made in the case of all contracts. It is limited to the special species "Contracts of Service or Apprenticeship or otherwise of Employment." Now, it is possible to distinguish a contract from a tort, a crime, or a trust—because these form widely different categories of legal relationship. But it is very difficult to say of every contract into which of the various recognized species of contracts it must be classed. It follows, therefore, that the attempt to say whether some particular relationship is that of a servant to a master or that of an independent contractor to his client must often be very difficult. In an age when every man—and woman—desires "independence" above all things, and is extremely loath to be regarded as the "servant" of anyone, it inevitably follows that special relationships grow up which endeavour to conceal, so far as possible, the badge of servitude. A chimney-sweep will hardly admit himself to be the "servant" of the householder—at least, until he has broken his leg in cleaning the latter's chimneys. Perhaps one is not unduly cynical in saying, not only that this difficulty might well have been foreseen by the experienced draftsman, but also that an astute person could have prophesied the way in which the court would get round it. For the Master of the Rolls, in the most recent case, has said in his considered judgment that the question is "not a question of law, but a question of fact." The simple plan of cutting the Gordian knot when you have not patience to untie it is becoming a more and more frequent feature of modern judicial decisions.

Again, the statute provides that compensation is to be payable upon the happening of an accident. Now, the definition of an "accident" is no easy matter, as the schoolboy knows when he happens to break his master's study window with a stone. After several decisions, not easy to reconcile with one another, the courts have finally adopted the view that "accident" means some abnormal event which has happened to a workman in the course of his employment. The older view, that it means something "fortuitous or unexpected" is now abandoned. In the very recent case of *Nisbet v. Rayne & Burn* (1910, 26 T. L. R. 632) the "murder" of a cashier during the course of his duty, was regarded as an accident. In previous cases death by lightning, a heat stroke, a muscular strain, the over-exertion involved in tightening a spanner, the infringement of a bacillus upon the eye of a wool-sorter—all these have been held to be accidents. Until some great judge arises who will give a really satisfactory legal definition of the term, one can only say that an accident appears to mean something which happens not in the ordinary sequence of human affairs, but as an undesired dispensation of Providence.

Other questions which the text of the statute seems almost to invite are the following: What is a personal injury? When is a man engaged in the course of his employment? What is dependency and who are dependants? What is casual labour? What is a sub-contractor? What are a workman's earnings? What is manual labour? These, and many other points, are fully discussed by the authors of the book before us, to which considerations of space compel us to refer the reader who desires an answer.

We will only say in conclusion that the work is reasonably complete, that its language is concise and clear and that it is brought well up to date, but the index is not so exhaustive as in a work intended for reference the index ought to be.

Books of the Week.

Contract.—A Summary of the Leading Principles of the English Law of Contract, with Historical Introduction. By T. RADFORD POTTS, D.C.L., Barrister-at-Law. Oxford: Hubert Giles.

Statutes.—Butterworths' Twentieth Century Statutes. [Annotated.] Vol. VI.: Containing the Public General Acts passed in the Year 1910, excluding Acts in Force only in Scotland, the Channel Islands, and the Isle of Man. Issued under the General Editorship of H. H. KING, Esq., B.A., LL.B., Barrister-at-Law. Butterworth & Co.

Bankruptcy Trustees, Liquidators and Receivers.—The Law of Trustees in Bankruptcy, Liquidators and Receivers. By W. R. WILSON, B.A. (Oxon.), Barrister-at-Law. Gee & Co.

The American Law Review. Bi-monthly; January—February, 1911. Editor: JOHN D. LAWSON, LL.D. Reeves & Turner.

The Law Magazine and Review. February, 1911. Jordan & Sons (Limited).

Correspondence.

The Word "Bloody" as a Term of Endearment.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The note in your issue last week of the construction put by a Scotch court on the term "bloody liar" reminds me of a case tried some years since on circuit by a judge who is still on the bench.

It was an action for libel and slander, but so far as the libel was concerned the plaintiff's case completely broke down, and the action proceeded on the count for slander; the defendant having, in a tap-room full of people, called the plaintiff a bloody thief. "Gentlemen," said the judge in summing up, "to call a man a 'thief' no doubt gives the man so called a right of action, for it suggests that he has committed an indictable offence; but when the word 'thief' is qualified as in this case by the familiar adjective—well, gentlemen, it is for you to say whether it suggests anything of the sort, or whether the words, taken together, may not be considered as a term of endearment."

The jury took advantage of the opportunity thus given them to find a verdict for the defendant; but it is fair to say the action was one that ought not to have been brought, as it arose out of a slanging match between two boozers.

Hereford, Feb. 6.

Effect of Reconveyance of Property Sold in Lots.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—It is not easy to collect the facts from the report of *Re Sheppard* (1911, 1 Ch. 50) as to the point I am about to refer to; but I think one must infer that the sale in lots of the land mortgaged was made, or at all events completed, in parcels at different times.

The judge says in his judgment, p. 59 "the authority intended to be conferred by entrusting B— with the reconveyance"—i.e., to receive the mortgage money—"was, of course, a continuing authority intended to be acted on as and when the transaction was ripe for completion."

Does not this seem rather a questionable effect of the deed of reconveyance? The deed when executed by the mortgagees was an escrow, and it is submitted the implied condition was the payment of all the mortgage money, and that until that condition was fulfilled the deed did not take effect—or, in other words, it did not operate until a sufficient number of purchasers had completed their purchases to produce an amount at least equal to the mortgage debt.

The deed was a reconveyance of all the land mortgaged or it was nothing. To carry out a sale of an estate in this manner, should there not be, in accordance with the usual practice, either a reconveyance of each portion sold or the concurrence of the mortgagees in the several conveyances?

Probably the soundness of the judge's decision is not affected by the point with which I have dealt, but I should like to know your opinion, or that of some of your readers, on the effect of such a reconveyance, both as an authority under the statute and as a reconveyance or discharge from the mortgage.

Feb. 7.

CONVEYANCING SOLICITOR.

Points to be Noted.

Common Law.

Workmen's Compensation—Sub-contracting.—Section 4 (1) of the Workmen's Compensation Act, 1906, enacts that, when a person (the principal), in the course or for the purposes of a trade or business, contracts with another (the contractor) for the execution of work "undertaken by the principal," the principal pays the compensation to which a workman employed on the work may become entitled. But the section applies only to work which the principal himself is accustomed to "undertake" for others; and therefore, if you employ a contractor to do work outside your ordinary business, you are not liable to compensate his workmen under the Act.—*SKATES v. JONES & Co.* (C.A., July 22) (1910, 2 K. B. 903).

Revenue—Carriage Licence.—A person who keeps a vehicle constructed and used solely for "the conveyance of any goods or burden in the course of trade or husbandry" is not required to take out a carriage licence. But such a person will be liable to a conviction if his servant, without his knowledge or authority, conveys persons in the unlicensed vehicle for other than business purposes. On the other hand, no offence is committed if persons who are intended to sell goods at market are conveyed with the goods, nor if the vehicle is capable of being used for other than business purposes.—*STRUTT v. CLIFT* (K.B. Div. Ct., Oct. 14) (1911 1 K. B. 1); *COOK v. HOBBS* (K.B. Div. Ct., Oct. 17) (1911, 1 K. B. 14).

Workmen's Compensation—Indemnity.—The effect of section 6 (2) of the Workmen's Compensation Act, 1906, is that an employer, who has under the Act paid compensation to his workman in respect of an accident for which some other person was legally liable to pay compensation, may claim to be indemnified by the other person. But, where the accident was caused by the combined negligence of the employer's servants and the other person, the employer cannot claim under this section.—*CORY & SON (LIMITED) v. FRANCE, FENWICK, & Co. (LIMITED)* (C.A., Oct. 18) (55 SOLICITORS' JOURNAL, 10; 1911, 1 K. B. 114).

Parliamentary Franchise—Freehold—Flat.—By section 24 of the Representation of the People Act, 1832, the county franchise is not allowed to the freeholder of a building who himself occupies and is entitled to a borough vote in respect of that building. But if the freeholder lets one storey of the building as a separate tenement, with a separate outer door, he may have a county vote in respect of the demised portion as well as a borough vote in respect of the portion that he himself occupies.—*DOUGLAS v. SANDERSON* (K.B. Div. Ct., Nov. 8) (55 SOLICITORS' JOURNAL, 94; 1911, 1 K. B. 166).

CASES OF THE WEEK.

High Court—Chancery Division.

Re LLEWELLYN'S ESTATE, LLEWELLYN v. LLEWELLYN.

Joyce, J. 1st Feb.

SETTLED LAND—PERSON HAVING POWERS OF TENANT FOR LIFE—TRUST FOR ACCUMULATION UNTIL LIFE TENANT ATTAINS TWENTY-SEVEN—SETTLED LAND ACT, 1892 (45 & 46 VICT. c. 38), ss. 2 (7), 58 (1.) (VI.).

A testator devised real estate in settlement, and directed his trustees to accumulate the rents and profits and to pay an annuity to A., the first life tenant, until A. should attain the age of twenty-seven years. The testator did not give his trustees any powers of letting. At the age of twenty-five A. desired to exercise the powers of a tenant for life under the Settled Land Act.

Held, that he was entitled to exercise such powers.

Re Martyn, Coope v. Martyn (1900, 69 L. J. Ch. 733) followed.

Re Strangways, Hickley v. Strangways (1896, 35 W. R. 83; 34 Ch. D. 423) distinguished.

By his will, dated the 18th of May, 1907, the testator, Robert William Llewellyn, appointed his wife, the defendant Harriet Annie Llewellyn, his eldest son, the defendant W. H. C. Llewellyn, and his second son, the plaintiff, his executors and trustees and trustees for the purposes of the Settled Land Acts, and among other dispositions he devised to them certain real estate in settlement for the plaintiff for life, with remainders over; but he declared that it should be lawful for his trustees to receive the rents, profits, and annual income of the settled estates until the plaintiff attained the age of twenty-seven years, paying him thereout during such time the annual sum of £400, and to

accumulate the surplus, which should devolve upon the same uses as the settled estates. The testator gave his trustees no powers of letting. On his death his trustees paid the annuity and accumulated the surplus profits. Part of the settled estates became ripe for development, and when the plaintiff was still under the age of twenty-seven attempts were made to grant leases. In consequence of objections raised by a proposed lessee, the plaintiff took out an originating summons to decide whether he was entitled to exercise the powers of a tenant for life under the Settled Land Acts before attaining the age of twenty-seven, and whether the trustees were bound to accumulate surplus income until that event. At the date of the action he had attained the age of twenty-five.

JOYCE, J., held that it was the duty of the trustees to accumulate. On the first question his lordship said, after setting out the facts: I have very serious doubt at present whether, quite apart from the Act, the plaintiff be not now (although he has not attained twenty-seven) tenant for life; and I am not at all sure that if an advowson were part of the estates limited, and the benefice fell vacant, he would not be the person to present. But, if he is not now tenant for life according to the true construction of this will, I am of opinion, at all events, that he is a person who, under the 58th section of the Act, has the powers of a tenant for life as if he were a tenant for life. I see no reason why I should not follow the decision of Kekewich, J., in *Re Martyn* (supra), and also the decision of the Irish Court to the same effect in *Re Woodhouse, Annesley v. Woodhouse* (1898, 1 Ir. R. 69), where the trust was to collect the rents until a certain sum of money was raised. I see no reason to quarrel with those decisions, and I therefore think that this gentleman is in the same position as if he were tenant for life. There is nothing against that, to my mind, in any of the observations in *Re Strangways* (supra), when you consider what the facts were with reference to which those dicta were spoken. *Re Strangways* was a case in which, clearly, nothing whatever was given to Mr. Strangways, who claimed to be tenant for life, until after the expiration of a certain term of twenty-one years. Here the plaintiff is tenant for life under the will, subject to this trust with regard to the rents and profits. I am of opinion that under the 58th section of the Settled Land Act he has the powers of a tenant for life with reference to this estate.—COUNSEL, for the plaintiff, *R. Rowlands*; for the defendants, *MacSweeney*. SOLICITORS, for all parties, *S. F. Miller, Vardon & Miller*.

[Reported by H. F. CHITTLE, Barrister-at-Law.]

WEST v. GWYNNE. Joyce, J. 20th and 21st Dec.; 11th and 31st Jan.

LANDLORD AND TENANT—LEASE—COVENANT BY LESSEE NOT TO UNDERLET WITHOUT CONSENT—CONDITION OF CONSENT—VOID CONDITION—LEASE EXECUTED BEFORE 1892—RETROSPECTIVE EFFECT OF ACT—CONVEYANCING AND LAW OF PROPERTY ACT, 1892 (55 & 56 VICT. c. 13), s. 3.

Section 3 of the Conveyancing and Law of Property Act, 1892, which prohibits the imposition of a fine in respect of a licence to assign or underlet, applies as well to leases executed before as to those executed after the passing of the Act.

This was an action by a lessee for a declaration of his right to underlet without regard to the stipulation of a fine imposed by the lessor as a condition of leave to underlet. By section 3 of the Conveyancing Act, 1892: "In all leases containing a covenant, condition, or agreement against assigning, underletting, or parting with the possession, or disposing of the land or property leased without licence or consent, such covenant, condition, or agreement shall, unless the lease contains an expressed provision to the contrary, be deemed to be subject to a proviso to the effect that no fine or sum of money in the nature of a fine shall be payable for, or in respect of, such licence or consent." The lease in question in this action was granted in 1874, and it contained a covenant that the lessees should not, without the consent in writing of the lessor, assign, underlet or part with possession. Early in 1909 the lessees applied for leave to underlet, and the lessor, after considerable correspondence, wrote that he was prepared to give his consent on condition that he should thenceforth receive for himself one-half of the surplus rental to be obtained by the lessees in respect of the demised premises over and above the rent payable by them under the lease. The lessees thereupon issued a writ claiming: (1) a declaration that the lessor was not entitled to impose such a condition; and (2) a declaration that in the events which had happened they were entitled to grant an underlease without any further consent by the lessor and without regard to his stipulation relating to the division of surplus rental. The defendant contended that section 3 of the Conveyancing Act, 1892, did not apply to leases executed before the passing of that Act.

JOYCE, J., in the course of a considered judgment, said: The question now raised is whether the operation of this section must not by construction be restricted to cases where the lease was granted after the commencement of the Act. It is contended on behalf of the lessees that this section is merely an amendment of section 14 of the Conveyancing Act, 1881, which it is expressly provided shall apply to leases executed before or after the commencement of the Act. There is no reference in the third section of the Act of 1892 to the section said to be amended; and, at all events, the contention is not sustainable in view of the judgment of Rigby, L.J., in *Imray v. Oakshott* (45 W. R. 681; 1897, 2 Q. B. 218), and the decision in *Gray v. Bonsall* (52 W. R. 387; 1904, 1 K. B. 601), both of which were cases under

the fourth section of the Act of 1892. On the other hand, it is contended that, in the absence of express enactment, the operation of section 3 must on general principles be limited to cases where the lease was not in existence before the date of the Act, and reference was made to the principle enunciated by Lord Lindley in *Lauri v. Renad* (40 W. R., at p. 680; 1892, 3 Ch., at p. 421). Now, whether that statement be exactly right or not, the court is no doubt reluctant to construe a statute so as to give it retrospective operation. But a statute may have retrospective operation though it be not expressly so enacted. In the present case it is not contended that the section does more than prevent the future exaction of a fine, unless it is expressly contracted that a fine may be demanded. There is no interference with past transactions. The section does not affect, to my mind, what may be aptly termed vested interests at all. The right to exact fines is a privilege. But, with regard to the authorities, in *Pardo v. Bingham* (1869, 17 W. R. 419, L. R. 4 Ch. 735), Lord Hatherley, L.C., held that the tenth section of the Mercantile Law Amendment Act was retrospective, following *Cornill v. Hudson* (1857, 3 E. & B. 429), and there he said it was a question of construction. In *Moon v. Durdan* (1848, 2 Ex. 22) Parke, B., said that the question in each case was whether the Legislature had sufficiently expressed its intention. Now, the meaning of the section in question here is quite plain to everyone but a lawyer; and the fourth section, which in this respect stands on the same footing, was applied in *Warden of Cholmeley's School at Highgate v. Sewell* (41 W. R. 637; 1893, 2 Q. B. 254), without regard to the question whether the lease was executed before or after the commencement of the Act, and section 14 of the Act of 1881 has been applied to cases where the breach occurred before the commencement of the Act. The Legislature intended, I think, to put a stop to what was rightly or wrongly regarded as an injustice: see the judgment of Fletcher Moulton, L.J., in *Waite v. Jennings* (54 W. R., at p. 513; 1906, 2 K. B., at p. 17). Looking at the circumstances and the express generality of "all leases," on the whole I come to the conclusion that the section was intended to apply to all leases, existing or future, in the absence of express provision; and the plaintiffs are entitled to judgment accordingly. On the second question, I do not hesitate to follow the Master of the Rolls in *Andrew v. Bridgman* (52 SOLICITORS' JOURNAL, 148; 1908, 1 K. B. 596), and to hold that the plaintiffs may now underlet without further consent.—COUNSEL, *Younger, K.C.*, and *Ward Colbridge; Hughes, K.C.*, and *R. E. Moore*. SOLICITORS, *Reed & Reed; Johnstone & Wiley*.

[Reported by H. F. CHITTLE, Barrister-at-Law.]

GEO. OUTRAM & CO. (LIM.) v. LONDON EVENING NEWSPAPER CO. (LIM.). Warrington, J. 1st and 2nd Feb.

NEWSPAPER—RIGHT TO TITLE—CONFUSION—DECEPTION—INJUNCTION.

An injunction to restrain the publication of a newspaper under the same name as that of an existing newspaper will not be granted unless it be proved that such publication causes confusion and deception, and that actual or probable damage results therefrom.

This was an action by the plaintiffs, the proprietors of the *Evening Times* newspaper, published in Glasgow, to restrain the defendants, their servants or agents from publishing, selling, advertising, or offering for sale any newspaper under the name the *Evening Times*, or any other name which would induce the public to believe it to be the plaintiffs' newspaper. The plaintiffs' newspaper was a halfpenny evening paper, established in 1876, and circulated largely, but not entirely in Scotland. For the last ten years it had shared a London office with the *Glasgow Herald*, another journal owned by the same proprietors. The defendants' paper was a halfpenny evening paper published in London. It was submitted for the plaintiffs that they were competing journals, that their areas of circulation overlapped, and that confusion was caused to the public and advertisers (*Walter v. Emmott*, 54 L. J. Ch. 1059; *Borthwick v. Evening Post*, 37 Ch. D. 449). Some evidence was called that communications intended for the London office of the plaintiffs' paper had been delivered at the office of the defendants' paper.

WARRINGTON, J., after reviewing the facts, said that in his opinion they were not competing journals. To obtain an injunction the plaintiffs must make out that the defendants are causing confusion or leading the public to believe that their paper or their business is the paper or business of the plaintiffs, and that the defendants' conduct is such as to cause injury. In a sense it is true that the use of the name *Evening Times* by the defendants is likely to lead to confusion. The plaintiffs have enjoyed the monopoly of the title for some years. But in order that they may succeed they must further show that they are entitled in law to the monopoly. There is no property in a name. A person using a certain name can only restrain another from using the same name by proving that the latter is misrepresenting himself to be, or to be connected with, the former, and that actual or probable damage results therefrom. Although in this case there may be a certain amount of confusion, it cannot be said that the reading or advertising public are likely to be deceived. The public are not likely to believe that the London *Evening Times* is the plaintiffs' paper. Similarly advertisers would not confuse the papers, which do not circulate amongst the same classes of persons. The plaintiffs have failed to establish that there has been misrepresentation or that they have suffered, or are likely to suffer, any loss, nor can I see anything which renders it likely that pecuniary damage will occur. The action therefore fails.—COUNSEL, *Walter, K.C.*, and *Kerly; H. Terrell, K.C.*, and *H. P. Spence*. SOLICITORS, *Collyer, Bristolow, Curtis, Booth, Birks, & Longley; Bull & Bull*.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Societies.

The Board of Legal Education for Wales.

The first meeting of this board was held in the Council Room of the Law Society on the 3rd inst. At the commencement of the proceedings the President of the Law Society took the chair, and welcomed those present on behalf of the Council.

The meeting then elected Mr. Richard Cleaver, of Liverpool, as chairman of the meeting, and elected as the first officers of the board Mr. Cleaver (President), Mr. Lewis Morgan, of Cardiff (Vice-President), Mr. E. W. Jones, of Swansea (Treasurer), and Mr. Ilenfer Thomas, stipendiary magistrate for Pontypridd (Secretary).

The following gentlemen were elected a special committee of the Board to draw up the standing orders and present the draft for consideration at the next meeting of the Board—namely, the president, the vice-president, treasurer, and secretary of the Board, and Mr. G. F. Colborne, of Newport, Mr. F. T. James, of Merthyr Tydvil, Mr. L. Lloyd John, of Corwen, Mr. F. Llewellyn-Jones, of Mold, Mr. A. C. Macintosh, of Cardiff, Principal Roberts, of Aberystwith, and Mr. H. C. Trapnell, of Bristol.

It was decided to hold the next meeting of the Board in London on Friday, 31st March, at 3 o'clock.

At the invitation of the chairman, Professor Levi made a short statement on the work of legal education as carried on by the Swansea and Neath Board of Legal Studies, acting in conjunction with University College, Aberystwith.

A vote of thanks to the President of the Law Society for his address and to Mr. Cleaver for his chairmanship of the meeting was proposed by Mr. A. C. Macintosh, of Cardiff, and seconded by Principal Roberts, of Aberystwith, and carried by acclamation.

The members of the Board attending the meeting were afterwards entertained at luncheon at the Society's hall by the President of the Law Society on behalf of the Council.

United Law Society.

A debate was held at the Inner Temple Lecture Hall on the 6th inst. Mr. L. C. Bullock moved: "That in the opinion of this House the City and Metropolitan Police should be armed with firearms." Mr. G. H. Mould opposed. The motion was lost by six votes.

The Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 2nd inst., Mr. F. W. Emery in the chair. The other directors present were Mr. E. T. H. Brandon, Mr. P. W. Chandler, Mr. W. P. Richardson, Mr. J. E. W. Rider, Mr. G. L. Stewart, Mr. A. Toovey, Mr. Mark Waters, and the secretary (Mr. E. E. Barron). The sum of £70 was voted for the relief of necessitous cases, and other general business was transacted.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, London, on the 8th inst., Mr. Maurice A. Tweedie in the chair. The other directors present were Messrs. W. C. Blandy (Reading), S. P. B. Bucknill, Walter Cheesman (Hastings), T. S. Curtis, A. Davenport, Thomas Dixon (Chelmsford), W. E. Gillett, Chas. Goddard, W. H. Gray, J. Roger B. Gregory, L. W. North Hickley, H. J. Johnson, C. G. May, Herbert Monckton (Maidstone), W. Arthur Sharpe, R. S. Taylor, B. E. Tyrwhitt (Oxford), and W. Melmoth Walters. A sum of £804 was distributed in grants of relief; nineteen new members were admitted, and other general business was transacted.

The Chancellor of the Exchequer has, says the *Times*, already received during the current financial year death duties on the estates of seven millionaires. There has also been reported the re-swearing of two large estates, and should the estates of Lord Winterstoke, Sir John Aird, and Lord Swaythling be brought in before the close of the financial year the Chancellor will have levied duties on ten millionaires' estates within twelve months—the largest number recorded in any year except 1906, when death duties were levied on thirteen millionaires' estates.

The need for reform in the circuit system is, says a writer in the *Globe*, writ large in the criminal statistics. As many as 489 accused persons tried at the Assizes in 1909 were kept in prison three months and more before they were brought up for trial. The delay is not, of course, a very serious matter where the prisoners are guilty of the offences with which they are charged. What is serious is that a considerable number of these accused persons are found to be innocent. Of the 489 prisoners who were detained in prison three or four months in 1909, no fewer than 79 were acquitted when at length they were brought before a jury. Where lies the cause of this delay? In the long and irregular intervals between the visits of the judges to the Assize towns. The law's delays, mischievous enough in civil trials, may work much more injustice in criminal cases.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination, held on 18th and 19th January, 1911:

FIRST CLASS.

Allerton, Henry Reeve
Bee, Francis Bernard Winter

PASSED.

Abbott, William Henry
Barford, George Edmund
Batten, Maxwell Cornish
Biggs, John Henry
Bingham, Harold Bertram, B.A. (Oxon.)
Blandy, William Edward Moeran, B.A. (Oxon.)
Branthwaite, John Joseph
Davies, Arrol Ewart
Davis, Henry James
Gold, Cecil Argo, B.A. (Oxon.)
Griffiths, David William
Hallam, Clement Thornton
Halliday, Colin

Heppell, Harry Denby
Hodgson, Isaac Harvey
Howell, Frederic Edwin Warbreck
Hughes, George Ravensworth, B.A. (Camb.)
Jenkins, William Gough
Kenwood, Philip Malcolm
Long, Alfred James
May, Charles Henry, B.A. (Oxon.)
Morris, Charles Edmund
Parry, Donald Arkinatall
Pattinson, George Norman, B.A. (Camb.)
Pritchard, John
Rigby, Robert Stanley
Sewell, Edward Owen
Stretch, Michael John
Tunncliffe, Gerald England
Ulyott, Cecil
Urban, Paul

THE FOLLOWING CANDIDATES HAVE PASSED THE LEGAL PORTION ONLY:

Alexander, Donald Foley
Bacon, William George
Baldwin, Oswald Victor
Banyard, James Hurst, B.A. (Camb.)
Barber, Cyril Arthur, B.A. (Camb.)
Barber, Geoffrey Carew
Bird, Stephen, B.A. (Camb.)
Colbeck, William Henry
Crowther, Philip Main
Cule, Ivor Morgan
Duke, Clement Bernard
Finch, Fred James
Fulton, Edward Arthur Craig
Gates, Eric Chasemore
Gee, Thomas
Gibson, Geoffrey Currey, B.A. (Oxon.)
Hanson, Thomas Reginald
Hodges, Henry Cecil
Hill, Murray Victor Burrow, B.A. (Oxon.)
Hughes, Ernest Charles

THE FOLLOWING CANDIDATES HAVE PASSED IN ACCOUNTS AND BOOK-KEEPING ONLY:

Bedford, Seaton Hall, B.A., LL.B. (Camb.)
Bishop, Samuel
Bonser, Cyril Arthur, B.A. (Oxon.)
Bransom, Henry Norman Hugh
Burra, Septimus Henry, B.A. (Oxon.)
Clough, Norman John
Copp, Sidney Alfred
Day, Henry Cheeser Poulden
de la Cour, James Lombard, B.A. (Oxon.)
Elliott, Edward Crewdson, B.A., LL.B. (Camb.)
Ellis, Francis Sleightholme
Evans, Francis Vaughan
Freeman, George William
Gibb, Paul, B.A., LL.B. (Camb.)
Graham, Joseph Bramwell
Grayson, Robert Benjamin
Gurnoy, Kenneth Gerard, B.A. (Oxon.)
Harris, Donald Frank
Henty, Edwin Claude, B.A. (Camb.)
Howard, Alfred Cyril
Jolly, George William Ernest
Jones, George Albert, B.A. (Oxon.)
Leigh, Edgar Noblett
Lester, Charles George
Lowe, Arthur Holden, B.A. (Oxon.)
Nicholls, George Lawson

By Order of the Council,
S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, 3rd February, 1911.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination, held on 16th and 17th January, 1911:

Adams, Kenneth Lemesle
Andrews, Arthur George
Angus, John Archibald
Aylward, Percy Danford
Bailey, Edward Alec Horsman, B.A. (Oxon.)
Barnes, Thomas James
Barry, Louis Charles
Bestley, Walter Frank
Blanchard, Douglas
Bolter, Charles Albert
Bolton, William Sproule, B.A. (Camb.)
Broad, John Moxon
Brooks, Edward Harold
Bryant, Arthur Gilbert
Bunting, Charles Gilbert
Bury, Hugh
Clarke, John
Clerk, Aylmer Gustavus
Cooke, Cyril John Shapleigh
Cordy, William Jarrold
Corke, Ralph Thierry
Crocker, Archibald Thomas
Crocker, William Charles
Davies, Edward Thomas
Davies, Llewellyn Thomas
Davis, Herbert Amplett
Dell, Wilfred Lawson
Dickinson, Leonard Taylor, B.A. (Oxon.)
Douglas, Henry Kenneth, LL.B. (Camb.)
Dyne, Hugh Edward Lubbock, B.A. (Camb.)
Eames, John Wallace, B.A. (Camb.)
Eldon, Harry Brisbane, LL.B. (Vict.)
Elias, Tom Millward
Evans, Dudley
Evans, Evan Howells
Evans, Randle James
Francis, Guy Lancelot Brereton, B.A. (Camb.)
Garrett, Philip Leslie
Giles, Oswald Bisail
Glanville, Leonard Foster
Goff, Hugh
Goldsmith, Henry Claude
Gover, Henry
Grace, John
Graham, Henry Salkeld
Graham, William Johnston
Gregory, Reginald
Grundy, Geoffrey Stewart
Gunner, Walter Robin, B.A. (Camb.)
Hatch, Norman Claud
Hawkes, Harry
Hine, Noel Austin Wade
Hingston, Harold
Hobhouse, Arthur Lawrence, B.A. (Camb.)
Holding, Harold Evelyn, M.A. (Oxon.)
Hughes, John Bernard, B.A. (Wales)
Hunnybun, Kenneth
Hurley, Thomas Charles
James, Herbert Victor, B.A., LL.B. (Wales)

No of candidates - 150. Passed - 115.

By Order of the Council,
S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, 3rd February, 1911.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 7.—Chairman Mr. C. P. Blackwell.—The subject for debate was: "That the case of *Jackson v. Rotax Motor and Cycle Co.* (1910, 2 K. B. 937) was wrongly decided." Mr. W. B. Thomas opened in the affirmative, Mr. Harnett seconded in the affirmative; Mr. Leggett opened in the negative, Mr. Dowding seconded in the negative. The following members continued the debate:—Messrs. Plendwell, Meyer, Bateley, Coe, Shrimpton, W. S. Jones, and Kafka. The motion was carried by one vote.

Obituary.

Sir R. Harington, Bart.

The death is announced of Sir Richard Harington, Bart, formerly County Court Judge of Circuit No. 22, at the age of 75 years. He was educated at Eton and Christ Church, Oxford. He won the Vinerian Scholarship in 1858, and in November of the same year was called to the Bar. He was appointed junior counsel to the Admiralty in 1865, and became a Metropolitan Police Magistrate in 1871, but two months afterwards resigned the post on his appointment as a County Court Judge. He is stated to have won the confidence of litigants by his discharge of the duties of that office. He retired in 1905.

Mr. H. L. Carter.

Mr. Henry Lloyd Carter, solicitor, of Carnarvon, died on the 1st inst., in Egypt, where he had gone to recruit his health. He was admitted in 1884, and practised in partnership with Mr. H. C. Vincent and Mr. T. W. Trevor, under the firm of Carter, Vincent & Co. He was, says the *Times*, one of the best known men in public life in North Wales. He was clerk to the Carnarvon county magistrates and secretary to the North Wales Property Defence Association, and his firm are acting under-sheriffs for the county. Mr. Carter was an influential member of the town and county councils and Harbour Trust. He was a strong Unionist, and conducted many elections.

Legal News.

Appointment.

Mr. ARTHUR FREDERICK PETERSON, K.C., has been elected a Benchet of the Honourable Society of Lincoln's Inn, in succession to the late Mr. Christopher James.

General.

It is announced that Mr. W. A. Meek, K.C., Recorder of York, has placed his resignation in the hands of the Home Secretary owing to ill-health.

The Reference Committee for England, pursuant to the powers contained in Part I. of the Finance (1909-10) Act, 1910, have appointed 13 surveyors, practising in London or the country, as referees to hear appeals with regard to Land Values.

Professor Sir John Macdonell, C.B. (Quain Professor of Comparative Law), will deliver a course of four public lectures on "Limitations of Property as Shown by Comparative Jurisprudence" at University College on Wednesdays at 5.30, beginning on 8th February.

A claim against Lord Bristol, brought by Mr. J. Cooper Middlehurst, late tenant of the Manor Farm, Great Chesterford, Essex, under the Agricultural Holdings Act, 1906, for unreasonable disturbance is, says the *Times*, said to be the first under the Act. The claim was ultimately withdrawn, an agreed sum being paid for the tenant's right claim.

The authorities of the two Houses on the 1st inst., says the *Times*, divided the Private Bills which will come before Parliament into two lists. There are 126 new Private Bills, and of these 61 will be introduced first in the House of Lords, and 65 in the House of Commons. The most important of the Private Bills, the Birmingham Extension Bill, is not, of course, in these lists, as it will be resumed in the Commons at the stage reached last year.

An unusual situation arose at the Consett County Court last week, says the *Times*. Since the transfer of Judge O'Connor to the Dorset district there has been no appointment, and when solicitors and witnesses arrived in court there was no one to try cases. The Registrar said he wired to those responsible for the appointment and had had no reply, therefore there was no judge. The only thing to do was to adjourn trials until March.

In the House of Commons on Wednesday, in reply to a question from Mr. Morrell, Mr. Asquith said: "I have read the report of what Mr. Justice Grantham said at Liverpool yesterday. This House is ever scrupulous to discourage anything in the nature of censure, or even of comment, within these walls, on the sayings and doings of His Majesty's judges. But there is a reciprocal obligation on the part of judges not to take advantage of the immunity of their judicial position to reflect on the proceedings of this House or its members. That obligation, usually so loyally recognised on the Bench, appears on that occasion to have been signally violated. While I should, as at present advised, deprecate the matter being treated as one of privilege, I would ask the House to allow His Majesty's Government time to consider the best way of dealing with what is happily a unique situation." Delivering his charge to the grand jury at the assizes at Northampton, on Wednesday, says the *Times*, Mr. Justice Channell said he thought the charge to a grand jury was not a very appropriate occasion for a judge to make remarks that went outside the calendar or remarks of a personal character.

A soldier named Charles Williams, attached to the 4th Hussars, was, says the *Daily Mail*, indicted at the Essex Assizes for the manslaughter of Sarah Porter. Williams appeared in the dock in private clothes, and Mr. Justice Ridley asked why he was not in uniform. The chief warder replied that under the standing orders issued by the Prison Commissioners all soldiers were brought into court in private clothes. Mr. Justice Ridley said the Prison Commissioners had no authority to strip a man of his uniform. The prisoner was entitled to wear it until he was convicted. It might have some effect on the jury.

Under the auspices of the Solicitors' Managing Clerks' Association the following lectures will (by the kind permission of the Benchers of the Honourable Societies of Gray's Inn and Middle Temple) be delivered in the halls of the respective Inns:—Friday, February 17th—Lecture, "Recent Modifications of the Law of Master and Servant," C. A. Russell, Esq., K.C.; chairman, the Hon. Mr. Justice Lush; in the Gray's Inn Hall. Friday, March 24th—Lecture, "Libel and Slander under the Criminal Law," E. G. Hemmerde, Esq., K.C. (Recorder of Liverpool); chairman, the Hon. Mr. Justice Pickford; in the Middle Temple Hall. The chair will be taken at seven o'clock precisely. The lectures are open to all members of the association, who will be allowed to introduce friends connected with the legal profession.

Mr. Justice Lamm, of the Supreme Court of Missouri, in deciding in a late case that a condition subsequent in a will in total restraint of marriage is void as against public policy—says the *American Law Review*—says, in regard to the well-settled exception to the rule in the case of widows:—"There is only one main qualification to the rule against total restraint of marriage, and that is an exception touching widows. It seems settled law that men have a sort of mournful property right, so to speak, in the viduity of their wives, and that a grant or devise to them may be defeated by the violation of a condition subsequent providing for the grant or devise becoming inoperative or reverting in case of remarriage. The exception has been put on sundry grounds, and courts have not always been able to find common reasons to sustain it. But it has been long established and is almost universally followed. It is a curiosity in the law that when the boot is on the other foot and a wife makes a grant, which by condition subsequent is to be defeated on the remarriage of her husband, the general doctrine that conditions in restraint of marriage are void as *contra bonos mores* has been applied with vigour (see, for example, *Waters v. Tazewell*, 9 Md. 291), though the English rule seems to be the other way (2 Jarman on Wills (6th ed.) 886), and there are later decisions following the English rule (2 Pom. Eq. 933). Solid grounds for any distinction between husband and wife in this regard is hard to make out. It was once, tartly, but shrewdly, remarked by a pundit of the bar that the distinction now up may have its root in the fact that men both make and construe the law, and women stand voiceless in that behalf. Whether this be so or not may be left to the decision of some case involving the point. We need not meddle with it, for no exception or incongruity militates against the general rule."

A point which has frequently been before the Divorce Court in one shape or another in recent years, says a writer in the *Law Magazine and Review*, the subject of a judicial pronouncement in *Rayment v. Rayment* (1910, P. 271). Can a co-respondent be cited abroad so as to make him amenable to the English jurisdiction? In the practice of the Common Law Courts, he might perhaps be a "proper party to an action properly brought against some other person duly served within the jurisdiction" (R. S. C. ord. 11, r. 1 (g)). But this does not, at any rate *proprio vigore*, apply in Divorce. Nevertheless, in a somewhat rhetorical judgment, Sir S. Evans showed himself deeply impressed with the doctrine of the Order just quoted, and "saw no reason why the service of the petition and citation . . . should not place [the co-respondent] on a similar footing with regard to jurisdiction as a defendant properly served with a writ out of the jurisdiction under Order XI. in the King's Bench Division." "If not," the learned President proceeds, "what substitute has a wronged husband got in this country for the remedy by action in England for criminal conversation, which was taken away from him by the Act of 1857?" The answer is plain. In 1857 he virtually had no such remedy against a person outside the jurisdiction at all. Foreign service under the Common Law Procedure Act, 1852, s. 18, was limited to cases where the cause of action arose within the jurisdiction. The President displayed little regard for a long chain of cases in which the court emphatically repudiated the principle of assuming jurisdiction to cast a foreigner in damages, because of his alleged misconduct with a person whose husband was then, or had subsequently become, domiciled in England. . . . The learned President did not distinguish these cases as involving the subjects of a foreign State as co-respondents. He simply declared that they were not binding authorities, without stating the grounds on which they were to be distinguished. He supported his decision assuming jurisdiction, by reference to a Scottish case, *Frazer* (1870, Scot. Sess. Cas., 3rd Ser., VIII. ["8 M.," p. 400]: and he suggests that the Court of Session there sustained its jurisdiction over an English co-defender who had no connection with Scotland. In fact, the co-defender had the very real connection (from the point of view of Scottish principles of jurisdiction), that he was tenant of heritable subjects there. Needless to say, that is not a ground of jurisdiction which is recognised in England: but it makes the case worthless as an authority, except to show that some definite and tangible personal subjection to the jurisdiction must be proved. Properly examined, it is an authority against the President's view.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W. [ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JONES.	Mr. Justice SWINFER EADY.
Monday, Feb. 13	Mr. Bloxam	Mr. Theod	Mr. Leach	Mr. Church
Tuesday 14	Farmer	Bloxam	Borror	Theod
Wednesday 15	Leach	Farmer	Beal	Bloxam
Thursday 16	Borror	Leach	Greswell	Farmer
Friday 17	Beal	Borror	Goldschmidt	Leach
Saturday 18	Greswell	Beal	Synge	Borror
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EYRE.
Monday, Feb. 13	Mr. Greswell	Mr. Farmer	Mr. Beal	Mr. Synge
Tuesday 14	Goldschmidt	Leach	Greswell	Church
Wednesday 15	Synge	Borror	Goldschmidt	Theod
Thursday 16	Church	Beal	Synge	Bloxam
Friday 17	Theod	Greswell	Church	Farmer
Saturday 18	Bloxam	Goldschmidt	Theod	Leach

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARNETT SYNDICATE, LTD.—Creditors are required, on or before March 30, to send their names, addresses, and descriptions, and the full particulars of their claims, to Robert Simpson, 74, Broad st. v. Ingle & Co, Capel House, New Broad st, solors f or liquidator

D. L. C. SYNDICATE, LTD.—Creditors are required, on or before March 14, to send their names and addresses, and particulars of their debts and claims, to W. Pinn Sunley, liquidator

M. L. Co, LTD.—Petition for winding up, presented Feb 1, directed to be heard Feb 14. J. B. & F. Purchase, Regent st, solors for ptner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 12

R. DAWKINS & SONS, LTD.—Creditors are required, on or before Feb 18, to send their names and addresses, and the particulars of their debts and claims, to Albert Ernest Phillips, Newton chambers, Cannon st, Birmingham, liquidator

London Gazette.—TUESDAY, Feb. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMERICAN ROLLER RINK (BRANALL LANE GROUNDS, SHEFFIELD), LTD.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to W. Sissons and J. M. McIntosh, 74, High st, Sheffield, liquidators

CENTRAL MOTOR CAR AND CARRIAGE WORKS, LTD.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to E. R. Kyre, 309, Broad st, Birmingham, liquidator

J. M. GREENWALD & CO, LTD.—Creditors are required, on or before March 20, to send their names and addresses, with the particulars of their debts or claims, to Arthur Bennett, Marketgate chambers, Warrington, liquidator

JESSON, BIRKETT & CO (IN VOLUNTARY LIQUIDATION)—Creditors are required on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Geo. J. Bowker, Queen's College, Paradise st, Birmingham, liquidator

RAY MEAD HOTEL, LTD.—Petition for winding up presented Feb 2, directed to be heard at the Town Hall, Windsor, on March 14, at 12. Thomas, Maidenhead, solors for the ptner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 13

SPRING, FREDRICK & CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to H. M. Blenkarns, 11, Poultry, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Feb. 3.

EXCHANGE DRAPERY, LTD.
MIRROR POLISHES, LTD.
YARMOUTH FISH CO, LTD.
FUEL GAS, LTD.
D. L. C. SYNDICATE, LTD.
FULHAM ELECTRIC JOINTERY WORKS, LTD.
JAMES THATCHER & CO, LTD.
ZOO AND CIRCUS, LTD.
ANGLO-RUSSIAN GAZETTE, LTD.
UNITED BRITISH AND RUSSIAN COMMERCE, LTD.
VARIETY ENTERPRISES, LTD.
SIDNEY B. MILLS, LTD.
INTERNATIONAL FINANCE AND DEVELOPMENT CORPORATION, LTD.

London Gazette.—TUESDAY, Feb. 7.

SUMMERHILL COLLIERY CO, LTD.
VIM BEAKS SYNDICATE, LTD.
KENNINGHALL MILL CO, LTD.
INSTITUTE OF STORE AND SHARE DEALERS, LTD.
EAST PARK (HULL) SEATING RINK CO, LTD.
H. F. HICHHISON & CRAIG, LTD.
PEARSON BROS. & CAMPBELL, LTD.

MARCH'S SANITARY STRAIN LAUNDRY CO, LTD.
HOLDEN LEATHER WORKS CO, LTD.
WARDLEWORKS, LTD.
HOWE ELECTRICAL ENGINEERING CO, LTD.
PICKEN BROS, LTD.
LORRAINE DITTRICH, LTD.
ATHENS RHODIA DEVELOPMENT CO, LTD.
SEVCOFF PUBLIC HOUSE TRUST CO, LTD.
J. M. GREENWALD & CO, LTD.
TOURTEL GAS AND GENERAL ENGINEERING CO, LTD.
AMERICAN ROLLER RINK (BRANALL LANE GROUNDS, SHEFFIELD), LTD.

The Property Mart.

Forthcoming Auction Sales.

Feb. 14.—Messrs. WATTHALL & GERN, at the Mart, at 2: Freehold Ground-rent (see advertisement, back page, Feb. 4).
Feb. 16.—Messrs. H. E. FOSTER & CHAMFIELD, at the Mart, at 2: Reversions, Life Policies, &c. (see advertisement, back page, this week).
Feb. 21.—Messrs. HAMPTON & SONS, at the Mart: Houses, Flats, Leasehold Flats and Good Properties, &c. (see advertisement, page v, Jan 28).
Feb. 23.—Messrs. BOWDITCH & GAST, at the Mart, at 1: Freehold and Leasehold Ground-rents (see advertisement, back page).
Mar. 1.—Messrs. EDWIN FOX, BOUSFIELD, BUNNETT, & BADDELEY, at the Mart, at 2: Freehold Residential and Building Properties (see advertisement, back page, this week).
Mar. 6.—Messrs. JONES, LAW & CO, at the Mart, at 2: Freehold Properties, Ground-rents, &c. (see advertisement, back page, this week).
Messrs. FARRBROTHER, ELLIS, EGERTON, BURACH & CO, at the Mart: Freehold Residential Estate (see advertisement, back page, Dec. 17).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 3.

TUCKER, GEORGE SMITH, Tooting Broadway, Licensed Victualler March 10 Hawkin v Steib and Another, Joyce and Eve, JJ Knapp-Fisher, Buckingham gate
WARD, WILLIAM, Scarborough, Coal Merchant March 10 Bailey v Ward, Joyce and Eve, JJ Whitfield, Scarborough

London Gazette.—TUESDAY, Feb. 7.

BOOTH, ISAAC JAMES, Wandstead, Essex March 3 Booth v Booth, Judge in Chambers, Room No 307, Royal Courts of Justice, Hinchinson, E don st
OWEN, JOHN, Aberystwyth, Tailor March 9 Samuel v Owen, Warrington and Parker, JJ Davies, Aberystwyth

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 3.

ADAMS, AUGUSTUS FREDERICK, Westbourne ter March 3 Redden. Victoria st
ASHTON, HAROLD THOMAS, Lee, Kent March 6 Lindsay & Co, Ironmonger in
BENNETT, HARRIET, Blackpool March 4 Davis & Co, Glossop
BRIGHT, MARY HARRIET & ELIZABETH, Bath March 6 Stone & Co, Bath
BULLMAN, ELIZABETH MARY, Sharn, Cambridge Feb 17 Bendall & Sons, Newmarket
CANNINGHAM, ELIZABETH, Tunbridge Wells March 11 Cripps & Co, Tunbridge Wells
CLARKE, HENRY JAMES, Camden rd, Islington, Schoolmaster March 15 Langford & Redford, Moorgate Station chambers
COOPER, SIR DANIEL, Grosvenor sq March 1 A H & A Roston, Newmarket
CURTIS, LYDIA, Gravesend March 1 Horsley & Weightman, Gullhall chambers, Basinghall st
DAUGLISH, EDITH MARY, Denmark av, Wimbledon March 15 Bristows & Co, Cophall bldgs
DAVIES, WILLIAM JOSEPH, The Triangle, Hackney March 11 Smith & Co, London wall
EDWARDS, SARAH, Budleigh Salterton March 1 Baker & Son, Budleigh Salterton
FERREERS, ADA, Westbourne Park villas Mar 1 Stanley & Co, Essex st, Strand
GARDINER, WILLIAM MANSFIELD, Uxbridge, Solicitor Feb 21 Gardiner & Son, Uxbridge
GOSW, TROENNA BIDDULPH, Bath, Surgeon Mar 6 Stone & Co, Bath
GRIMES, CAROLINE, Douglas rd, Kilburn Mar 8 Rye & Eyre, Golden sq
GRUNDON, JAMES, Newark, York, Farmer Feb 28 Pearson & Co, Malton, Yorks
HANDLEY, EMMA, Barston, Warwick Mar 1 Buller & Cross, Birmingham
HANKS, MARY ANN REBECCA, Weston super Mare March 6 Stone & Co, Bath
HARTLEY, FREDERICK, Farnham, York, Farmer March 1 Gill & Son, Knaresborough
HAYNES, JOHN HIGGINSON, Bournemouth March 25 Trinder & Co, Leadenhall st
HIBBERT, JUDITH, Andoverham, Lancaster March 1 Wilson, Ashton under Lyne
HINTON, JOHN, Grantham rd, Clapham March 6 Woodroffe & Ashby, Eastcheap
HOGAN, JOHN ANTHONY, Reigate, Surrey Feb 28 Hobson & MacMahon, Essex st Strand
HOOPER, CATHERINE AUGUSTUS, St Margaret's on Thames March 1 Ashbridge, Fenchurch st
JONES, DANIEL, Glynfach, Porth, Glam, Engineer Feb 28 Davies & Co, Pontypridd
JONES, WILLIAM, Edmol, Rainor, Farmer March 1 Temple & Philip, Kingston
LE NEVE, WILLIAM, Tunstead, Norfolk, Farmer March 3 Goodchild, Norwich
LOW, ARTHUR, Barkway, Herts March 2 Gardner & Hovenden, Finsbury circus
MACKENZIE, JAMES, Stapleton, Hereford March 1 Temple & Philip, Kingston
MACNAIR, THOMAS ORR, Redruth, Cornwall March 3 Paige & Grylla, Redruth
MEUX, LADY VALERIE SUSIE BRUCE, Park ln, Hyde Park March 15 Speechly & Co, New sq, Lincoln's inn
MOULTON-BARRETT, OCTAVIUS BUTLER, Westover, Calbourne, I of W March 1 Garrard & Co, Suffolk st, Pall Mall East
PALMER, SIR GEORGE ROBSON, King st, St James's March 20 Gibson & Co, Newcastle upon Tyne
PERKINSON, REV JOHN JAMES HORATIO SEPTIMUS, Lee, Kent Feb 25 Milne & Milne, Clement's inn
PRICE, LIEUT COL GEORGE REDMOND, Rosary gdns, South Kensington March 1 Master & Co, Stone bldgs
REES, MORGAN JOHN, Aylesbury st, Clerkenwell March 1 Tooth & Bloxam, Lincoln inn fields

ROBERTS, ANNE, Llanberis, Carnarvon Feb 28 Davies & Co, Carnarvon
ROSETER, Rev PHILIP CHARLES, Bampford Peverell, Devon March 6 Michell, Wellington
SANDERSON, JOHN, Starbeck, Harrogate, Railway Engineer Feb 18 Murgatroyd, Scarborough
SCOTT, FRANCIS ROBERT GORDON, Dorchester March 10 Rider & Co, New sq
SMITH, ANNE SMITH, Colne, Lancs March 31 Baldwin & Co, Clitheroe
SMITH, WILLIAM, Ruxington, nr Worthing March 15 R F & C L Smith, Lincoln's inn fields
STOKES, FRANK, Streasley on Thames Feb 28 Stephenson & Co, Lombard st
STONEHOUSE, ELIZABETH, Wakefield March 31 Tointon & Evershed, Birmingham
TAYLOR, WILLIAM EDWIN, Taunton, Veterinary Surgeon March 14 Clarke, Taunton
THOMSON, MATTHEW CHARLES, George st, Mayfair March 14 Murray & Co, Birchin in
TICKELL, MARY, Charlton, Kent March 8 Pershouse, Bristol
TOLLEY, CHARLES THOMAS, Richmond, Surrey March 18 Skewes-Cox & Co, Richmond
TROLLOP, FREDERICK, Pinchin st, St George's Feb 21 Catton, Cricklewood
WALTON, EMMA, Yardley, Worcester March 11 Reynolds & James, Birmingham
WATSON, SARAH ELIZA, Bournemouth March 4 Other, Bournemouth
WILLIAMSON, ANNE, Liverpool March 14 Banks & Co, Liverpool
WOOD, ISABELLA, Queen's rd, Bayswater March 6 Stone & Co, Bath

London Gazette.—TUESDAY, Feb. 7.

ALOCK, ALBERT, Knutsford, Chester, Painter and Plumber Feb 24 Cutler, Knutsford
ARMSTRONG, ANNE, Leeds March 31 Turner, York
AVERY, GORDON JOHN THORNE, Denford, Northampton March 11 Robinson, Thrapston
BAMPTON, AUGUSTUS HENRY, Brookfield, Ilkley March 1 Cousins & Fletcher, Leeds
BROOKS, ELIZABETH, West Kirby, Cheshire March 14 Quiggin & Son, Liverpool
CAIN, THOMAS, Withington, Manchester March 4 Chatlam & Co, Manchester
CALLARD, JOHN, Buckfastleigh, Devon, Merchant March 6 Hacker & Michellmore, Newton Abbot
CAMPBELL, Lieut-Col the Hon HENRY WALTER, Charles st, Berkeley sq March 17 Farrer & Co, Lincoln's inn fields
CLARK, ALFRED AURELIUS, Caledonian rd, King's Cross March 7 Johnson & Co, King's Bench walk
COLBECK, EDWIN CONSTANTINE, Dewsbury, Rag Merchant March 4 Hughes, Dewsbury
COOPER, ASTLEY, Mannamade, Plymouth Feb 18 Brian, Plymouth
COOPER, ELIZA COOPER, Southsea, Hants March 1 Tanqueray, Woburn, Beds

CROGER, THOMAS RODOLPHUS, Marquess rd, Canonbury March 16 Biddle & Co Aldermanbury
DILLON, Hon ETHELRED FLORENCE, Cannes, France March 8 Dimond & Son, Welbeck st
FERRIS, MARY, Uxbridge, Middlesex March 19 Bird & Lovibond, Uxbridge
FIELD, EMMA, Bradford March 31 Ramsley & Peacock, Bradford
GILL, WALTER, Huddersfield March 31 Ramsden & Co, Huddersfield
HALL, ELIZA, Cleethorpes Feb 28 Frankish & Co, Hull
HALL, JOHN, Southsea March 11 Allen, Portsmouth
HAYES, MARY ANN JULIA, Milton av, Highgate Sept 14 Hutchinson, Bedford row
HUGHES THOMAS, Holywell, Flint, Joiner March 17 Cope & Co, Holywell
HULLAN, ANNIE ELIZABETH, Bradford Feb 14 Marsden, Bradford
KREMLING, PAUL WERNER, Staining ln, Gresham st, Merchant March 14 Biddle & Co, Aldermanbury
LAYTON, HENRY ROBERT, Wharcliffe gdns, St John's Wood rd March 1 Bull & Boli, King st, Hammermith
LONG, HARRY, Postsea, Hants, Baker March 1 Bolitho, Postsea
MEDFORTH, GEORGE HENRY, Kingston upon Hull, Grocer March 3 Dawson & Lancaster, Hull
MORRILL, ELIZABETH, Tweedmouth, Northumberland March 31 Turner, York
MORRIS, THOMAS, Carmarthen April 29 White, Carmarthen
PEARSE, FRANCIS, Exmouth, Devon March 11 Orchard & Son, Exeter
PRING, WALTER, Northlands, Exeter March 25 Fring, Exeter
ROGERS, CHARLES JONES, Avelon Gifford, Devon March 6 Hacker & Michellmore, Newton Abbot, Devon
SCARE, EMMA, East Stanley, Durham March 11 Nicholson & Martin, Stanley 80, Co Durham
SLAINGER, RALPH, Nonington, nr Dover, Merchant March 6 Barrett & Son, Leadenhall st
SMITH, ANN, Sandiacre, Derby March 16 Sale & Son, Derby
SMITH, CHARLES EDWARD, Redhill, Surrey, Publisher March 6 Crump & Son, Leadenhall st
ST LEVAN, the Rt Hon ELIZABETH CLEMENTINA DOWAGER Baroness, Hertford st, Mayfair March 4 Dawson & Co, New sq, Lincoln's inn
THOMPSON, WALTER, Westcliff on Sea, Essex Feb 28 Hunter & Haynes, New sq, Lincoln's inn
TRIMMER, CHARLES HENRY, Marlborough rd, Kensington Mar 17 Arber & Lewis, Old Jewry chmbrs
WALLWORK, ELIZA, Bury, Lancs March 4 Howarth & Son, Bury
WAKE, ELLEN, Kingsland, Cornwall Feb 18 Brian, Plymouth
WEST, SARAH HAMMOND, Edgbaston, Warwick March 25 Ealden & Son, Birmingham

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 3.

RECEIVING ORDERS.

BLAKETT, HARRY EMMET, Leigh on Sea, Builder Chelmsford Pet Jan 5 Ord Jan 30
BODER, ARTHUR, Ellastone, Stafford, Cattle Dealer Burton on Trent Pet Feb 1 Ord Feb 1
BOWEN, WILLIAM, Bradwall, Chester, Farmer Macclesfield Pet Jan 27 Ord Jan 27
BURN, ALBERT, Pershore, Coachbuilder Worcester Pet Jan 28 Ord Jan 28
BYLES, ROBERT HENRY, Cophall av, Mining Engineer High Court Pet Jan 6 Ord Jan 31
CAMPBELL, JOHN CATHRY, Portlaine, Sussex, General Merchant Brighton Pet Jan 11 Ord Feb 1
CARPENTER, DAVID, Oxford st High Court Pet Oct 18 Ord Jan 30
CASFIELD, SIDNEY, Luton, Beds High Courts Pet Jan 28 Ord Jan 31
CLARE, EDWARD LOVELL, Liverpool Architect Liverpool Pet Jan 10 Ord Feb 1
COLES, EDWARD, High st, Peckham High Court Pet Jan 4 Ord Jan 31
COWLEY, FREDERICK WILLIAM, Harborough, Leicester, Farmer Leicester Pet Jan 10 Ord Jan 30
CROOK, WALTER SCOTT, Birkbeck Bank chmbrs, Solicitor High Court Pet Aug 13 Ord Jan 31
DAVIES, HUGH, Penrhyn Bay, nr Llandudno, Builder Bangor Pet Jan 31 Ord Jan 31
DAVIES, SARAH ANNE, Brynbo, nr Wrexham, Grocer Wrexham Pet Jan 27 Ord Jan 27
DE BERNICKEY, ALEXANDER (Baron), Hendon Barnett Pet Feb 1 Ord Feb 1
DE CORTOLAS, FREDERICK FALLES, Eastbourne Lewes Pet Jan 14 Ord Jan 31
DUGDALE, ALBERT, Greetland, nr Halifax, Licensed Victualler Halifax Pet Jan 30 Ord Jan 30
DUNS, CHARLES WILLIAM, Rolloston, Sheriff, Licensed Victualler Burton on Trent Pet Jan 17 Ord Feb 1
GEARD, CHARLES, High Holborn, Manufacturer's Agent High Court Pet Feb 1 Ord Feb 1
GILLIAM, THOMAS, Club, Salop, Draper Leominster Pet Jan 31 Ord Jan 31
HALL, CHARLES JOHN, sen, Gloucester, Licensed Victualler Gloucester Pet Jan 30 Ord Jan 30
HARROP, JOHN WILLIAM, Gawthorpe, nr Dewsbury, Joiner Dewsbury Pet Feb 1 Ord Feb 1
HEAD, GEORGE, Rugby, Builder, Coventry Pet Feb 1 Ord Feb 1
HERINGBROUGH, JOHN WILLIAM HENRY, Stourton, nr Leeds, Licensed Victualler Leeds Pet Jan 31 Ord Jan 31
HODGSON, HAROLD TWISS, Spilby, Lincs, Cycle Mechanic Boston Pet Jan 31 Ord Jan 31
HORNBY, WILLIAM WASHINGTON, Knockholt, Kent, Licensed Victualler Croydon Pet Jan 31 Ord Jan 31
JONES, ALEXANDER TAYLOR, Fombridge, nr Colne, Lancs, Licensed Victualler Burnley Pet Jan 20 Ord Feb 1
ISAACS, SHIRVACH, Openshaw, Manchester, Jeweller Manchester Pet Jan 11 Ord Jan 27
JACKSON, EMMA, Heaton Chapel, Lanes, Stationer Stockport Pet Jan 31 Ord Jan 31
LMA, WILLIAM ARTHUR, Tarvin, Chester, Farmer Chester Pet Jan 31 Ord Jan 31
LEWIS, HENRY DENTON, King's Lynn, Norfolk, Baker King's Lynn Pet Jan 31 Ord Jan 31
LYDDON, GEORGE, Yoxford, Glam, Collier Cardiff Pet Jan 30 Ord Jan 30

LYONS, BENJAMIN HAROLD, Manchester, Auctioneer Manchester Pet Jan 18 Ord Jan 30
MINTER, JOHN HENRY, Bromley, Kent, Job Master Croydon Pet Jan 30 Ord Jan 30
MORTIMER, JOHN, Gresham st High Court Pet Dec 31 Ord Feb 1
OWEN, EVAN, Llangrango, Cardigan, Innkeeper Carmarthen Pet Jan 30 Ord Jan 30
PARNOR, WALTER PLAXTON, Oldham, Journeyman Joiner Oldham Pet Jan 30 Ord Jan 30
PEARSON, HERBERT, Leeds, Joiner Leeds Pet Jan 30 Ord Jan 30
POTTS, JAMES HERBERT, Ramsey, Hunt, Potato Merchant Peterborough Pet Jan 30 Ord Jan 30
RANDALL, WALTER HENRY, Turnitrb, Derby, Commercial Traveller Derby Pet Jan 31 Ord Jan 31
REEVE, GEORGE HENRY, Beesthorpe, Norfolk, Farmer Norwich Pet Jan 30 Ord Jan 30
ROBERTS, LAWIS, Tondur, Glam, Labourer Cardiff Pet Jan 30 Ord Jan 30
ROBIN, BLANCH SHELLEY, Wingrove, Bucks Aylesbury Pet Jan 30 Ord Jan 31
ROBINSON, WILLIAM WICKHAM, Middlesbrough, Drug Store Proprietor Middlesbrough Pet Jan 30 Pet Jan 30
SHAW, ALFRED, and WILLIAM SHAW, Mallock Bath, Derby, QUANTITY OWNERS Derby Pet Jan 18 Ord Jan 30
STOCKDALE, JOHN WILLIAMSON, Waterloo, Ashton under Lyne, Grocer's Assistant Ashton under Lyne Pet Jan 28 Ord Jan 28
TAMBLIN, GEORGE, St Austell, Cornwall Tyro Pet Feb 1 Ord Feb 1
WARD, JOHN WILLIAM, Londonderry, nr Redale, Yorks, Farmer Northallerton Pet Jan 17 Ord Jan 28
YEOMANS, ELIZABETH, Leeds, Dressmaker Leeds Pet Jan 30 Ord Jan 30
YERBURY, ALFRED FREDERICK, and WALTER EDWIN YERBURY, Frome, Somerset, Coach Builder Frome Pet Feb 1 Ord Feb 1

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

HARRISON, EDWARD, Beadon rd, Hammettimith, Tailor High Court Pet Dec 30, 1910 Rec Ord Jan 30, 1911 Resc and Dis Jan 31, 1911

FIRST MEETINGS.

BURN, ALBERT, Pershore, Coachbuilder Feb 13 at 11.30 Off Rec, 11, Copenhagen st, Worcester
BYLES, ROBERT HENRY, Cophall av, Mining Engineer Feb 13 at 1 Bankruptcy bldgs, Carey st
CARPENTER, DAVID, Oxford st Feb 13 at 11 Bankruptcy bldgs, Carey st
CASFIELD, SIDNEY, Luton, Beds Feb 13 at 12 Bankruptcy bldgs, Carey st
COLES, EDWARD, High st, Peckham Feb 14 at 12 Bankruptcy bldgs, Carey st
COOPER, HENRY STANLEY, Withington, Manchester, Solicitor Feb 13 at 3 Off Rec, Byrom st, Manchester
COWLEY, FREDERICK WILLIAM, Market Harborough, Leicester, Farmer Feb 11 at 12 Off Rec, 4, Bernside st, Leicester
CROOKER, WALTER SCOTT, Birkbeck Bank chmbrs, Solicitor Feb 14 at 11 Bankruptcy bldgs, Carey st
DE BERNICKEY, ALEXANDER (Baron), Hendon, Middlesex Feb 15 at 9 Bankruptcy bldgs, Carey st
DAVY, WILLIAM, Thores, York, Builder Feb 15 at 12 Off Rec, Figtire ln, Sheffield
DUGDALE, ALBERT, Greetland, nr Halifax, Licensed Victualler Feb 13 at 10.45 County Court, Prescott st, Halifax

EWART, CHARLES THEODORE, Woodford Bridge, Essex Medical Attendant Feb 14 at 1 Bankruptcy bldgs, Carey st
FISHER, MARGARET, Llandudno, Carnarvon, Boarding House Keeper Feb 15 at 12 Crypt chmbrs, Eastgate row, Chester
GEARD, CHARLES, Enfield, Middlesex, Manufacturer's Agent Feb 15 at 11 Bankruptcy bldgs, Carey st
GRIFF, WILLIAM, Spexhall, Suffolk, Licensed Victualler Feb 11 at 12 Off Rec, 5, King st, Norwich
HAZLEBOURNE, ROBERT HARRY, Ilkington, Derby, Fish Shop Promoter Feb 13 at 11 Off Rec, 4, Castle pl, Nottingham
HEATH & Co, Market Drayton, Refreshment Contractors Feb 13 at 12 Off Rec, King st, Newcastle, Staffs
HERINGBROUGH, JOHN WILLIAM HENRY, Leeds, Licensed Victualler Feb 13 at 12 Off Rec, 24, Bond st, Leeds
ISAACS, SHIRVACH, Openshaw, Manchester, Jeweller Feb 11 at 11.30 Off Rec, Byrom st, Manchester
KING, WILLIAM, Doncaster, Licensed Victualler Feb 15 at 11.30 Off Rec, Figtire ln, Sheffield
LEWIS, HENRY DENTON, King's Lynn, Norfolk, Baker Feb 13 at 11.30 Court House, King's Lynn
MINTER, JOHN HENRY, Bromley, Kent, Jobmaster Feb 13 at 11.30, York rd, Westminster Bridge rd
MORTIMER, JOHN, Gresham st Feb 15 at 13 Bankruptcy bldgs, Carey st
OWEN, EVAN, Llangrango, Cardigan, Innkeeper Feb 11 at 12.30 Off Rec, 4, Queen st, Carmarthen
OWEN, EVAN, Machynlleth, Montgomery, Hotel Keeper Feb 13 at 3 The White Horse Hotel, Machynlleth
PATE, ROBERT, sen, Wisbech, Cambridge Feb 13 at 11.45 Court House, King's Lynn
PARNOR, WALTER PLAXTON, Oldham, Journeyman Joiner Feb 14 at 11.30 Off Rec, Byrom st, Manchester
PEARSON, HERBERT, Leeds, Joiner Feb 13 at 11.30 Off Rec, 24, Bond st, Leeds
PEARSE, WALTER, Wisbech, Cambridge, Cattle Dealer Feb 13 at 12 Court House, King's Lynn
PRITCHARD, ROBERT RICHARD, Llandudno, Carnarvon, Farmer Feb 16 at 2.30 British Hotel, Bangor
SIMS, DOUGLAS, Stoke on Trent, Plumber Feb 13 at 11.30 Off Rec, King st, Newcastle, Staffs
STANTON, THOMAS HARTUP, Pembroke Dock, Grocer Feb 11 at 1 Off Rec, 4, Queen st, Carmarthen
STOCKDALE, JOHN WILLIAMSON, Waterloo, Ashton under Lyne, Grocer's Assistant Feb 11 at 11 Off Rec, Byrom st, Manchester
TATE, WILLIAM JAMES, Hodthorpe, Whitwell, Derby, Baker Feb 15 at 11 Off Rec, Figtire ln, Sheffield
THOMAS, ROBERT, Wisbech, Cambridge, Tailor Feb 13 at 12.30 Court House, King's Lynn
WARD, EDWARD, Bradford, Telegraphist Feb 11 at 11 Off Rec, 12, Duke st, Bradford
WARD, JOHN, Ollerton, Nottingham, Grocer Feb 15 at 12.30 Off Rec, Figtire ln, Sheffield
WELLS, FREDERICK JAMES, Hillingdon, Norfolk, Newagent Feb 11 at 12.30 Off Rec, 8, King st, Norwich
YEOMANS, ELIZABETH, Leeds, Dressmaker Feb 13 at 11 Off Rec, 24, Bond st, Leeds

ADJUDICATIONS.

BARKER, GEORGE VALENTINE BLEKNOR, Roundhay, nr Leeds, Electrical Engineer York Pet Jan 2 Ord Jan 31
BODER, ARTHUR, Ellastone, Stafford, Cattle Dealer Burton on Trent Pet Feb 1 Ord Feb 1
BOWEN, WILLIAM, Bradwall, Chester, Farmer Macclesfield Pet Jan 27 Ord Jan 31
BURN, ALBERT, Pershore, Coachbuilder Worcester Pet Jan 28 Ord Jan 28

DAVIES, SARAH ANNE, Lodge, Brynbo, nr Wrexham
Wrexham Pet Jan 27 Ord Jan 27
DEODALE, ALBERT, Greenland, nr Halifax, Licensed
Victualler Halifax Pet Jan 30 Ord Jan 30
EVANS, THOMAS GRUFFITH, Pantre, Llanfachesan, Mont-
gomery, Fattier Newtown Pet Jan 31 Ord Jan 31
FARRER, WALTER EDWARD, Cannon st High Court Pet
Dec 23 Ord Jan 31
GEARD, CHARLES, Enfield, Middlesex, Manufacturers'
Agent High Court Pet Feb 1 Ord Feb 1
GWILLIAM, THOMAS, Clun, Salop, Draper Leominster Pet
Jan 31 Ord Jan 31
HALL, CHARLES JOHN, sen, Gloucester, Licensed Victualler
Gloucester Pet Jan 30 Ord Jan 30
HARRIS, JOHN WILLIAM, Gashorpe, nr Dewsbury, Joiner
Dewsbury Pet Feb 1 Ord Feb 1
HEAD, GEORGE, Rugby, Builder Coventry Pet Feb 1
Ord Feb 1
HENNINGBROUGH, JOHN WILLIAM HENRY, Stourton, nr
Leeds, Licensed Victualler Leeds Pet Jan 31 Ord
Jan 31
HODGSON, HAROLD TWIGG, Spilsby, Lincs, Cycle Mechanic
Boston Pet Jan 31 Ord Jan 31
HORSLEY, WILLIAM, Warrington, Knockholt, Kent,
Licensed Victualler Croydon Pet Jan 31 Ord Jan 31
ISAACS, SHERYAC, Opeshaw, Manchester, Jeweller Man-
chester Pet Jan 10 Ord Jan 31
JACKSON, EMMA, Heaton Chapel, Lancs, Stationer Stock-
port Pet Jan 31 Ord Jan 31
JONES, JOHN DUDLEY, Cardiff, Tea Merchant Cardiff Pet
Dec 14 Ord Jan 31
LEE, WILLIAM EDWARD, Tarvin, Chester, Farmer Chester
Pet Jan 31 Ord Jan 31
LEE, JOHN, Walton on Thames, Builder Kingston, Surrey
Pet Jan 6 Ord Jan 31
LEWIS, HENRY DENTON, King's Lynn, Norfolk, Baker
King's Lynn Pet Jan 31 Ord Jan 31
LITMAN, JOSEPH, Walling st, Warehouseman High Court
Pet Dec 23 Ord Jan 25
LODGE, MABEL MAUD, Hurlingham High Court Pet
Dec 20 Ord Jan 31
LYDDON, GEORGE, Tondy, Glam, Collier Cardiff Pet
Jan 30 Ord Jan 30
LYONS, BENJAMIN HAROLD, Manchester, Auctioneer Man-
chester Pet Jan 18 Ord Feb 1
MCMAHON, ANDREW, Ulverston, Lancs, Draper Barrow in
Furness Pet Dec 3 Ord Jan 27
NORMAN, EDGAR MARTIN, Old Kent rd, Baker High
Court Pet Nov 30 Ord Jan 31
NORTON, BENJAMIN, Bournemouth, Builder Poole Pet
Jan 13 Ord Jan 31
OWEN, EVAR, Llanganor, Cardigan, Innkeeper Car-
marthen Pet Jan 30 Ord Jan 30
PARRSON, WALTER PLAXTON, Oldham, Journeyman
Joiner Oldham Pet Jan 30 Ord Jan 30
FRANSON, HENRY, Leeds, Joiner Leeds Pet Jan 30 Ord
Jan 30
PERR, JOHN, High Wycombe, Bucks High Court Pet
Dec 7 Ord Feb 1
POTTS, JAMES HERBERT, Ramsey, Huntingdon, Potato
Merchant Peterborough Pet Jan 30 Ord Jan 30
RANDALL, WALTER HENRY, Milford, Derby, Commercial
Traveller Derby Pet Jan 31 Ord Jan 31
MAYNOR, ALFRED DANIEL, Sumatra rd, West Hampstead,
Licensed Victualler High Court Pet Dec 23 Ord
Feb 1
REYS, GEORGE HENRY, Beesthorpe, Norfolk, Farmer
Norwich Pet Jan 30 Ord Jan 30
RICHARDSON, MARY ANN, Isertow, Keighley, York Man-
chester Pet Dec 23 Ord Feb 1
ROBERTS, LEWIS, Tondy, Glam, Labourer Cardiff Pet
Jan 30 Ord Jan 30
ROBIN, BLANCHÉ SHELLEY, Wingrave, Buckingham
Aylesbury Pet Jan 31 Ord Jan 31
ROBINSON, WILLIAM WICKHAM, Middlesbrough, Oil and
Drug Store Proprietor Middlesbrough Pet Jan 30
Ord Jan 30
SALTER, TOM CHARLES, Westbury, W. Wood Green High
Court Pet Jan 7 Ord Jan 30
SMITH, JOHN THOMAS, Winton Fields, Leicester, Cabinet
Maker Leicester Pet Jan 18 Ord Jan 31
STOCKDALE, JOHN WILLIAMSON, Waterloo, Ashton under
Lyne, Grocer's Assistant Ashton under Lyne Pet
Jan 25 Ord Jan 25
TANSEL, GEORGE, 85 Austell, Cornwall Truro Pet Feb 1
Ord Feb 1
WARD, EDWARD, Bradford, Telegraphist Bradford Pet
Jan 17 Ord Jan 30

YCHOWANS, ELIZABETH, Leeds, Dressmaker Leeds Pet Jan
30 Ord Jan 30

Amended notice substituted for that published in the
London Gazette of Dec 30:

GOLDENRO, BARNETT, Avenue chambers, Bloomsbury sq
High Court Pet Sept 12 Ord Dec 24

ADJUDICATION ANNULLED.

HOPKES, MARY, Thirsk, Yorks, Boot Dealer Northallerton
Adjud Jan 16, 1910 Annual Jan 26, 1911

London Gazette.—TUESDAY, Feb. 7.

RECEIVING ORDERS.

BAKER, WILLIAM STEPHEN, Luton, Beds, Straw Hat
Manufacturer Luton Pet Feb 4 Ord Feb 4
BENCH, BENJAMIN, Sutton Coldfield, Baker Birmingham
Pet Feb 5 Ord Feb 5
BOYLE, HAROLD ALFRED, Kettlewell, nr Skipton, Licensed
Victualler Bradford Pet Feb 4 Ord Feb 4
BROOKS, JOHN, Biedlow, Bucks, Farmer Aylesbury Pet
Feb 4 Ord Feb 4
BURKITT, VALENTINE GEORGE, Bristol, Electrical
Engineer Bristol Pet Jan 19 Ord Feb 3
CAMPBELL, JOHN HENRY, North Shields, Draper New-
castle upon Tyne Pet Jan 20 Ord Feb 2
COHEN, SOLOMON, Hanbury st, Spitalfields, Provision Mer-
chant High Court Pet Feb 2 Ord Feb 2
EVANS, THOMAS BENJAMIN, Penryn, nr Caerphilly,
Builder Pontypridd Pet Feb 3 Ord Feb 3
GOLDMAN, JOSEPH, Cardiff, Fancy Goods Dealer Cardiff
Pet Dec 31 Ord Jan 31
HAMLEY, C F O, Hampstead Hill gdns, Roslyn hill High
Court Pet Jan 10 Ord Feb 3
HUTCHINSON, WALTER, Brighton, Credit Draper Brighton
Pet Jan 3 Ord Feb 2
JACKSON, EPHRAIM, Micklethorn, Methley, York, Licensed
Victualler Wakefield Pet Feb 2 Ord Feb 2
LAKE, BERTIE, Luton, Beds, Builder Luton Pet Jan 12
Ord Feb 3
LAWN, EDGAR, Harrogate, Yorks, Schoolmaster York
Pet Feb 4 Ord Feb 4
MOLLET, GUSTAVE, Liverpool, Timber Merchant Liver-
pool Pet Jan 7 Ord Feb 2
MORGAN, EDGAR HOULTON, Cardiff, Credit Draper Cardiff
Pet Feb 2 Ord Feb 2
NEAVE, FREDERICK JOHN REGINALD, Ringley av, West
Ealing Brentford Pet Nov 25 Ord Feb 3
RIX, WILTON JOHN, Willesborough, Kent, Salesman
Canterbury Pet Feb 2 Ord Feb 2
RUSSELL, ARTHUR STEPHEN, Peckham Park rd, Dealer in
Jewellery High Court Pet Feb 4 Ord Feb 4
SANDERS, H, jun, Cannon at High Court Pet Jan 3
Ord Feb 2
SHARRATT, THOMAS, Derby, Traveller Derby Pet Feb 2
Ord Feb 2
STEER, ALBERT, Richmond, Builder Wansworth Pet
Jan 16 Ord Feb 2
STEPHENSON, ROBERT CECIL, Baker st, Teacher of Elocu-
tion High Court Pet Feb 3 Ord Feb 3
STOLLIDAY, EDWARD, Great Yarmouth, Fishing Boat
Owner Great Yarmouth Pet Feb 4 Ord Feb 4
STOR, HORACE WALTER, Rosebury av, Tottenham, Com-
mercial Clerk Edmonton Pet Jan 11 Ord Feb 3
STRINGER, HENRY, Crowley, Chester, Farmer Warrington
Pet Jan 18 Ord Feb 2
TURPIN, EMILY GERTRUDE, Harrogate, Florist York Pet
Feb 2 Ord Feb 2
WILLIAMS, JOHN EDWARD, Pentraeth, Anglesey, General
Dealer Bangor Pet Feb 4 Ord Feb 4

Amended notice substituted for that published in the
London Gazette of Dec 9:

CYTHERSPIELER, SIMON, Liverpool, Company Managing
Director Liverpool Pet Nov 5 Ord Dec 6

FIRST MEETINGS.

BANK, HENRY NICHOLAS, Portlindorwic, Cardarvon,
Watchmaker Feb 15 at 12.30 Crypt chambers, East-
gate row, Chester
BENCH, BENJAMIN, Sutton Coldfield, Baker Feb 17 at
11.30 Ruskin chambers, 191, Corporation st, Birming-
ham
BENNETT, PERCY HOBLEY, Deddington, Oxford, Builder
Feb 15 at 12 1, St Aldate's, Oxford

BLANKETT, HARRY ERNEST, Leigh on Sea, Builder Feb
17 at 12 14, Bedford row
BROOKS, LEONARD LLEWELLYN, Aberavon, Glam, School-
master Feb 16 at 11 Off Rec, Government bldgs,
St Mary's st, Swansea

BROWN, WILLIAM, Bradwall, Chester, Farmer Feb 15 at
11 Off Rec, 23, King Edward st, Macclesfield
CAMPBELL, JOHN HENRY, North Shields, Draper Feb 15
at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

CASTLE, FRANCIS LEWIS, Lowestoft, Baker Feb 15 at 2.30
Off Rec, 8, Kintz st, Norwich
COHEN, SOLOMON, Hanbury st, Spitalfields, Provision Mer-
chant Feb 17 at 11 Bankruptcy bldgs, Carey st

DAVIES, HUGH, Penrhyn Bay, nr Llandudno, Builder Feb
16 at 12 Station Hotel, Llandudno Station
EVANS, THOMAS BENJAMIN, Penryn, nr Caerphilly y,
Builder Feb 17 at 11.15 St Catherine chambers, 8,
Catherine st, Pontypridd

HALL, CHARLES JOHN, sen, Gloucester, Licensed Vic-
tualler Feb 17 at 12 Off Rec, Station rd,
Gloucester
HAMLEY, C F O, Hampstead Hill gdns, Roslyn hill Feb
16 at 12 Bankruptcy bldgs, Carey st

HEAD, GEORGE, Rugby, Builder Feb 16 at 11 Off Rec,
8, High st, Coventry
HODGSON, HAROLD TWIGG, Spilsby, Lincs, Cycle Mechanic
Feb 16 at 12.45 Off Rec, 4 and 6, West st, Boston

HORSLEY, WILLIAM WARRINGTON, Knockholt, Kent,
Licensed Victualler Feb 15 at 12 132, York rd, West-
minster Bridge rd
JACKSON, EMMA, Heaton Chapel, Lancs, Stationer Feb
17 at 3 Off Rec, 6, Vernon st, Stockport

JACKSON, EPHRAIM, Micklethorn, Methley, York, Licensed
Victualler Feb 16 at 11 Off Rec, 6, Bond ter, Wake-
field
LYDDON, GEORGE, Tondy, Glam, Collier Feb 15 at 3 117,
St Mary st, Cardiff

LYONS, BENJAMIN HAROLD, Manchester, Auctioneer Feb
15 at 3 Off Rec, Byrom st, Manchester
MOLLET, GUSTAVE, Liverpool, Timber Merchant Feb 15
at 11 Off Rec, 25, Victoria st, Liverpool

MORGAN, EDGAR HOULTON, Cardiff, Credit Draper Feb
15 at 12 117, St Mary st, Cardiff
PAVITT, ELIZABETH, Avelcy, Essex Feb 16 at 12 14,
Beiford row

PERKINS, JOSEPH, Plymouth, Electrical Engineer Feb 16
at 3.30 7, Buckland ter, Plymouth
REEVE, GEORGE HENRY, Beesthorpe, Norfolk, Farmer Feb
15 at 3 Off Rec, 8, King st, Norwich

ROBERTS, LEWIS, Tondy, Glam, Labourer Feb 15 at 3.30
117, St Mary st, Cardiff
ROBINSON, WILLIAM WICKHAM, Middlesbrough, Chemist
Feb 16 at 11.30 Off Rec, Court chambers, Albert rd,
Middlesbrough

RUSSELL, ARTHUR STEPHEN, Peckham Park rd, Old Kent
rd, Dealer in Jewellery Feb 16 at 1 Bankruptcy
bldgs, Carey st

SANDERS, H, jun, Cannon at Feb 16 at 11 Bankruptcy
bldgs, Carey st
STEER, ALBERT, Richmond, Builder Feb 15 at 11.30
122 York rd, Westminster Bridge rd

STEPHENSON, ROBERT CECIL, Bak r st, Teacher of Elocu-
tion Feb 16 at 12 Bankruptcy bldgs, Carey st
TANBLIN, GEORGE, St Austell, Cornwall Feb 15 at 12 Off
Rec, 12, Princes st, Turo

TURNBULL, ELIZABETH, Fleetwood, Lancs, Restaurant
Keeper Feb 15 at 11 Off Rec, 13, Winckley st, Pres-
ton
TURPIN, EMILY GERTRUDE, Harrogate, Florist Feb 16 at
3 Off Rec, The Red House, Duncombe pl, York

WARD, JOHN WILLIAM, Londonderry, nr Bedale, Yorks,
Farmer Feb 16 at 12 Off Rec, Court chambers, Albert
rd, Middlesbrough

Amended notice substituted for that published in the
London Gazette of Feb 3:

COOPER, HENRY STANLEY, Manchester, Solicitor Feb 13
at 3 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

BAKER, WILLIAM STEPHEN, Luton, Bedford, Straw Hat
Manufacturer Luton Pet Feb 4 Ord Feb 4
BARWELL, CHARLES, Southfields, Wandsworth, Builder
Wandsworth Pet Dec 16 Ord Feb 3

BENNETT, PERCY HOBLEY, Deddington, Oxford, Builder
Oxford Pet Jan 27 Ord Feb 4
BLANKETT, HARRY ERNEST, Leigh on Sea, Essex, Builder
Chelmsford Pet Jan 5 Ord Feb 4

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on application.

BOTLE, HAROLD ALFRED, Kettlewell, nr Skipton, Yorks. Licensed Victualler Bradford Pet Feb 4 Ord Feb 4
BROOKS, JOHN, Bledlow, Bucks, Farmer Aylesbury Pet Feb 4 Ord Feb 4
CARON, JOHN WILLIAM, Southend on Sea, Builder Chelmsford Pet Dec 17 Ord Feb 1
CHEN, SOLOMON, Hanbury st, Spitalfields, Provision Merchant High Court Pet Feb 2 Ord Feb 2
DAVIES, HUGH, Penryn Bay, nr Llandudno, Builder Bangor Pet Jan 31 Ord Feb 4
EVANS, THOMAS BENJAMIN, Penryn, nr Caerphilly, Glam. Builder Pontypridd Pet Feb 3 Ord Feb 3
GARDNER, CLEMENT JOHN, Myddelton sq, Clerkenwell High Court Pet Dec 23 Ord Feb 3
HEATH, JOHN WILLIAM, Market Drayton, Salop, Refreshment Caterer Nantwich Pet Jan 16 Ord Feb 1
HUTCHINSON, WALTER, Brighton, Credit Draper Brighton Pet Jan 9 Ord Feb 3
JEVINE, ALEXANDER TAYLOR, Fouldridge, nr Colne, Lancs. Licensed Victualler Burnley Pet Jan 20 Ord Feb 4
JACKSON, EPHRAIM, Mickleton, Mether, York, Licensed Victualler Wakefield Pet Feb 2 Ord Feb 2
LAWN, EDGAR, Harrogate, Yorks, Schoolmaster York Pet Feb 4 Ord Feb 4
MATHER, SAMUEL, Liverpool, Auctioneer Liverpool Pet Nov 23 Ord Feb 2
MINTER, JOHN HENRY, Bromley, Kent, Job Master Croydon Pet Jan 30 Ord Feb 3
MORGAN, EDGAR HOULSTON, Cardiff, Credit Draper Cardiff Pet Feb 2 Ord Feb 2
OAKLEY, HARRY JUPP, Chancery in High Court Pet Oct 19 Ord Feb 2
RIX, WILTON JOHN, Willesborough, Kent, Salesman Canterbury Pet Feb 2 Ord Feb 2
SAINSBURY, PERCY HAMILTON, Poultry, Accountant High Court Pet Nov 4 Ord Feb 2
SHARRATT, THOMAS, Derby, Traveller Derby Pet Feb 2 Ord Feb 2
STEPHENSON, ROBERT CECIL, Baker st, Teacher of Education High Court Pet Feb 3 Ord Feb 3
STOLLIDAY, EDWARD, Great Yarmouth, Fishing Boat Owner Great Yarmouth Pet Feb 4 Ord Feb 4
TURPIN, EMILY GERTRUDE, Harrogate, Florist York Pet Feb 2 Ord Feb 2
WARD, JOHN WILLIAM, Londonderry nr Bedale, York, Farmer Northallerton Pet Jan 17 Ord Feb 3
WILLIAMS, JOHN EDWARD, Penrath, Anglesey, General Dealer Bangor Pet Feb 4 Ord Feb 4
WILLS, PERCY AYSOUGH, Welland Worcester Worcester Pet Dec 13 Ord Feb 3

Amended notice substituted for that published in the London Gazette of Jan 24:
SMITH, JOHN, St Leonards on Sea, Chemist Hastings Pet Jan 19 Ord Jan 19

LAW.—Conveyancing Clerk who has passed the Final Examination desires Re-engagement in London; moderate salary.—Box 9, care of "Solicitors' Journal," 27, Chancery-lane, W.C.

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Amended notice substituted for that published in the London Gazette of Dec 16:
CYTHERSPIELER, SIMON, Liverpool, Company Managing Director Liverpool Pet Nov 5 Ord Dec 14

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